



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, September 11, 2017

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, September 11, 2017 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

5:01 PM PUBLIC FORUM

5:06 PM COUNCIL REPORTS

5:11 PM VERIFIED CLAIMS

17-0658 Consider approving the verified claims for the period August 22, 2017 to September 1, 2017 in the total amount of \$745,639.59.

Attachments: [COUNCIL BILL LIST 09-11-17.pdf](#)

5:12 PM APPROVAL OF MINUTES

17-0640 Consider approving Council minutes for Monday, August 28, 2017 Worksession & Regular meetings.

Attachments: [August 28, 2017 Worksession.pdf](#)
[August 28, 2017 Regular Meeting.pdf](#)

5:14 PM CONSENT AGENDA

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

1. 17-0637 Consider adopting a resolution accepting \$47,350.00 for a 2017 - 2018 Toward Zero Deaths Grant.
Attachments: 2018 TZD Budget.pdf

2. 17-0638 Consider adopting a resolution accepting a donation from the Grand Rapids Area Community Foundation for the Dog Park development at Veteran's Park.
Attachments: Dog Park donation res.pdf

3. 17-0642 Consider adopting a resolution accepting a donation of \$350.00 from the Grand Rapids Area Chamber of Commerce Northern Minnesota Swap Meet Car Show to the Grand Rapids Police Reserve Program.
Attachments: 17- Car Show donation.pdf

4. 17-0647 Consider adopting a resolution clarifying the vacation of platted right-of-way within Kearneys First Addition to Grand Rapids
Attachments: 91-585-4150
 9-11-17 Resolution Fairgrounds Vacation

5. 17-0650 Consider the approval of Change Order 4 with Casper Construction related to CP 2009-1, the 2017 Infrastructure Improvements Project
Attachments: Change Order 4

6. 17-0651 Consider authorizing staff to advertise for applicants to the Police Community Advisory Board.
Attachments: Charles Burress resignation.pdf

7. 17-0653 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.

8. 17-0656 Consider adopting the Art Adoption and Acquisition Policy
Attachments: GR Art Adoption and Acquisition Policy final

9. 17-0659 Consider the adoption of a resolution authorizing an application to the IRRRB Commercial Redevelopment Grant Program for the Sammy's Pizza Expansion Project.
Attachments: Sammy's Pizza Grant Application Authorization Resolution.pdf

10. 17-0660 Consider termination of a regular part-time employee from the IRA Civic Center.

11. 17-0666 Consider amending job description for Security Officer at Grand Itasca Clinic & Hospital.
Attachments: Security Guard Redline 2017.pdf

12. 17-0671 Consider approving purchase agreement for property identified as Parcel ID

#91-034-1204.

Attachments: [PurchaseAgreement_City&Carpenter_2017-0808.pdf](#)

**5:16 SETTING OF REGULAR AGENDA
PM**

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

ACKNOWLEDGE BOARDS & COMMISSIONS

13. [17-0641](#) Acknowledge minutes for Boards & Commissions
- Attachments:** [July 18, 2017 Golf Board minutes.pdf](#)
[May 2, 2017 Arts & Culture minutes.pdf](#)
[May 16, 2017 Arts and Culture minutes.pdf](#)
[July 18, 2017 Arts & Culture Worksession.pdf](#)
[August 1, 2017 Arts & Culture minutes.pdf](#)
[July 19, 2017 HRA Minutes.pdf](#)
[June 28, 2017 Human Rights minutes.pdf](#)

**5:17 DEPARTMENT HEAD REPORT
PM**

14. [17-0662](#) Police Department - Chief Scott Johnson

**5:30 PUBLIC HEARINGS
PM**

15. [17-0645](#) Consider conducting a public hearing to consider final special assessments on CP 2009-1, 2017 Infrastructure Improvements Project

**5:45 ENGINEERING
PM**

16. [17-0646](#) Consider adopting a resolution adopting final assessments for CP 2009-1, 2017 Infrastructure Improvements.
- Attachments:** [9-11-17 Resolution CP 2009-1 Adopting Assessments](#)

**5:50 ADMINISTRATION DEPARTMENT
PM**

17. [17-0643](#) Consider authorizing City Staff to begin the process of filling a GIS Technician position.
- Attachments:** [Engineering - GIS Technician 2017](#)
18. [17-0649](#) Consider notifying the Northeast Service Cooperative of the City's intent to terminate the

Joint Powers Agreement for Group Employee Benefits and Other Financial and Risk Management Services Agreement effective December 31, 2017 and approve the transfer of all non-IUOE Local 49 employees, except those under individual contracts, to the health insurance program offered by IUOE Local 49.

Attachments: [9-5-17 Insurance Memorandum to Council.pdf](#)

**6:00 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 25, 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 GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0658 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 9/6/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider approving the verified claims for the period August 22, 2017 to September 1, 2017 in the total amount of \$745,639.59.

Sponsors:

Indexes:

Code sections:

Attachments: [COUNCIL BILL LIST 09-11-17.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period August 22, 2017 to September 1, 2017 in the total amount of \$745,639.59.

Requested City Council Action

Make a motion approving the verified claims for the period August 22, 2017 to September 1, 2017 in the total amount of \$745,639.59.

DATE: 09/06/2017
 TIME: 14:28:40
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/11/2017

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
1920240	CHAD B STERLE	10,500.00
	TOTAL CITY WIDE	10,500.00
ADMINISTRATION		
1415377	NORTHERN BUSINESS PRODUCTS INC	11.05
	TOTAL ADMINISTRATION	11.05
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	42.74
0221650	BURGGRAF'S ACE HARDWARE INC	34.99
0701650	GARTNER REFRIGERATION CO	752.00
0920060	ITASCA COUNTY TREASURER	1,565.73
1801555	RAPID PEST CONTROL INC	66.00
1909510	SIM SUPPLY INC	275.83
	TOTAL BUILDING MAINTENANCE-CITY HALL	2,737.29
COMMUNITY DEVELOPMENT		
0914690	INSIGHT PUBLIC SECTOR SLED	59.27
	TOTAL COMMUNITY DEVELOPMENT	59.27
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	18.27
	TOTAL FINANCE	18.27
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	-29.90
1200500	L&M SUPPLY	9.12
1201850	LAWSON PRODUCTS INC	490.73
1301015	MACQUEEN EQUIPMENT INC	850.15
	TOTAL FIRE	1,320.10
INFORMATION TECHNOLOGY		
0914690	INSIGHT PUBLIC SECTOR SLED	1,301.51
	TOTAL INFORMATION TECHNOLOGY	1,301.51

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/11/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0103325	ACHESON TIRE COMPANY INC	410.00
0121721	AUTO VALUE - GRAND RAPIDS	32.50
0121725	AUTOMOTIVE ELECTRIC LLC	136.85
0221650	BURGGRAF'S ACE HARDWARE INC	65.96
0301685	CARQUEST AUTO PARTS	2,411.33
0315455	COLE HARDWARE INC	139.60
0401420	DAKOTA FLUID POWER, INC	67.80
0415529	DONDELINGER FORD	39.60
0513233	EMERGENCY AUTOMOTIVE TECH INC	472.83
0601690	FASTENAL COMPANY	211.32
0805093	HEADWATERS IRRIGATION LLC	1,054.02
1201730	LATVALA LUMBER COMPANY INC.	33.50
1421155	NUCH'S IN THE CORNER	15.00
1612040	PLACKNER TREE CARE INC	1,000.00
1618555	PROFESSIONAL TURF & RENOVATION	3,000.00
1621125	PUBLIC UTILITIES COMMISSION	3,497.88
1800140	R C RENTAL, LLC	310.00
1801615	RAPIDS WELDING SUPPLY INC	28.00
1813125	RMB ENVIROMENTAL	84.00
1908248	SHERWIN-WILLIAMS	338.75
2305453	WESCO DISTRIBUTION INC	2,070.00
	TOTAL PUBLIC WORKS	15,418.94
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	135.31
1301720	MATCO TOOLS	141.65
1415030	NAPA SUPPLY OF GRAND RAPIDS	115.69
1605740	PETROCHOICE	515.00
	TOTAL FLEET MAINTENANCE	907.65
POLICE		
0124550	AXON ENTERPRISE INC	5,608.43
0301685	CARQUEST AUTO PARTS	349.06
0308745	CHUCK'S AUTO SALVAGE INC	425.00
0409501	DIMICH LAW OFFICE	4,583.33
1001530	JANSSEN FABRICATING ENTRP LLC	650.00
1201434	LAKE WOODS CHRYSLER	168.29
1305060	MEDS-1 AMBULANCE SERVICE INC	637.60
1415377	NORTHERN BUSINESS PRODUCTS INC	2,465.00
1605665	PERSONNEL DYNAMICS LLC	972.00
1801570	RAPIDS AUTO WASH	42.50
1920233	STREICHER'S INC	430.99

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INVOICES DUE ON/BEFORE 09/11/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
1925500	SYMBOL ARTS, LLC	280.00
2000400	T J TOWING	380.00
TOTAL POLICE		16,992.20
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	50.46
0221650	BURGGRAF'S ACE HARDWARE INC	27.98
0315455	COLE HARDWARE INC	51.45
0701650	GARTNER REFRIGERATION CO	1,334.10
TOTAL		1,463.99
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE INC	289.99
0315455	COLE HARDWARE INC	82.14
0504500	EDMO DISTRIBUTORS INC	56.78
1615427	POKEGAMA LAWN AND SPORT	70.77
1909510	SIM SUPPLY INC	217.29
2018680	TRU NORTH ELECTRIC LLC	50.00
2209421	VIKING ELECTRIC SUPPLY INC	121.20
TOTAL		888.17
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	237.49
0118230	ARENA WAREHOUSE, LLC	1,686.95
0221650	BURGGRAF'S ACE HARDWARE INC	24.97
0501656	THE EARTHGRAINS COMPANY INC	44.64
0605652	FERGUSON WOLSELEY IND GROUP	123.24
1909510	SIM SUPPLY INC	316.00
TOTAL GENERAL ADMINISTRATION		2,433.29
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	1,202.49
0513235	EMERGENCY RESPONSE SOLUTIONS	958.36
TOTAL		2,160.85

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 09/11/2017

VENDOR #	NAME	AMOUNT DUE

POLICE DESIGNATED FORFEITURES		
1920233	STREICHER'S INC	1,755.00
	TOTAL	1,755.00
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	19.24
T001069	ANDREWS-LIBBEY FUNERAL HOME	1,122.19
	TOTAL	1,141.43
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	16.56
	TOTAL	16.56
GENERAL CAPITAL IMPRV PROJECTS		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	3,200.00
	TOTAL	3,200.00
MUNICIPAL STATE AID STRT-CONST NO PROJECT		
0201650	BARGEN INC	53,685.00
	TOTAL NO PROJECT	53,685.00
IRA CVC CTR CAPITAL PJT MULTI-USE OUTDOOR PAVILION		
0308104	CHAMPION IRON, LLC	18,959.62
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	134.16
	TOTAL MULTI-USE OUTDOOR PAVILION	19,093.78
2017 INFRASTRUCTURE BONDS 2009-1 4TH AVE & 13TH ST NW		
0218115	BRAUN INTERTEC CORPORATION	5,884.50
0301705	CASPER CONSTRUCTION INC	225,655.88

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/11/2017

VENDOR #	NAME	AMOUNT DUE
2017	INFRASTRUCTURE BONDS	
	2009-1 4TH AVE & 13TH ST NW	
	TOTAL 2009-1 4TH AVE & 13TH ST NW	231,540.38
	2009-1 9TH ST NE	
0301705	CASPER CONSTRUCTION INC	73,633.00
	TOTAL 2009-1 9TH ST NE	73,633.00
	2009-1 14TH ST NW OVERLAY	
0301705	CASPER CONSTRUCTION INC	26,035.55
	TOTAL 2009-1 14TH ST NW OVERLAY	26,035.55
	2009-1 8TH AVE NE STRM WTR	
0301705	CASPER CONSTRUCTION INC	19,818.63
	TOTAL 2009-1 8TH AVE NE STRM WTR	19,818.63
	STORM WATER UTILITY	
0112100	ALAMO SALES CORP	741.63
0301685	CARQUEST AUTO PARTS	29.18
0513233	EMERGENCY AUTOMOTIVE TECH INC	236.42
0801836	HAWKINSON SAND & GRAVEL	525.92
1415484	NORTHERN LIGHTS TRUCK	4,915.40
1612040	PLACKNER TREE CARE INC	250.00
1621125	PUBLIC UTILITIES COMMISSION	4,400.00
1903227	SCHULER TREE SERVICE	650.00
	TOTAL	11,748.55
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 497,880.46
	CHECKS ISSUED-PRIOR APPROVAL	
	PRIOR APPROVAL	
0100053	AT&T	770.57
0104095	DALE ADAMS	62.06
0109722	AITKIN COUNTY SHERIFF DEPT	249.32
0305530	CENTURYLINK COMMUNICATIONS LLC	56.15
0405447	DELTA DENTAL OF MINNESOTA	2,838.80
0405505	JAMES DENNY	406.00
0504610	RON EDMINSTER	69.55
0605191	FIDELITY SECURITY LIFE INS CO	73.42

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/11/2017

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0718015	GRAND RAPIDS CITY PAYROLL	230,854.77
0920036	ITASCA COUNTY ATTORNEY OFFICE	2,045.06
0920055	ITASCA COUNTY RECORDER	92.00
1201402	LAKE COUNTRY POWER	45.61
1209516	LINCOLN NATIONAL LIFE	1,113.91
1309145	STATE TREASURER'S OFFICE	124.66
1309199	MINNESOTA ENERGY RESOURCES	110.74
1415524	NORTHLAND HUMAN RESOURCE ASSOC	15.00
1601305	THOMAS J. PAGEL	792.67
1601750	PAUL BUNYAN COMMUNICATIONS	275.17
1903321	STEVEN SCHAAR	130.00
2000100	TASC	30.60
2114360	UNITED PARCEL SERVICE	24.29
2114750	UNUM LIFE INSURANCE CO OF AMER	255.84
2201535	VANTIV INTEGRATED PAYMENTS	65.00
2205637	VERIZON WIRELESS	3,236.67
2301700	WASTE MANAGEMENT	3,352.99
T001159	NORTHWOODS CREDIT UNION	668.28
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$247,759.13
TOTAL ALL DEPARTMENTS		745,639.59



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0640 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 8/31/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider approving Council minutes for Monday, August 28, 2017 Worksession & Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [August 28, 2017 Worksession.pdf](#)
[August 28, 2017 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, August 28, 2017 Worksession & Regular meetings.

Background Information:

Draft Council minutes are attached for review.

Staff Recommendation:

Review, make necessary corrections and approve.

Requested City Council Action

Make a motion to approve Council minutes for Monday, August 28, 2017 Worksession & Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, August 28, 2017

4:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a **Special Meeting/Worksession of the Grand Rapids City Council** was held on **Monday, August 28, 2017 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

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

Others present:

Tom Pagel, Chad Sterle, Amy Dettmer, Matt Wegwerth, Scott Johnson

Discussion Items

1. Art Adoption & Acquisition Policy

Kathy Dodge & Lois Bendix, representing the Arts & Culture Commission, along with Staff Liaison Amy Dettmer, presented the proposed plan for an art policy and discussed how to move forward. The belief is that public art will enhance the downtown area of Grand Rapids and the goal is to have an art plan. Funding to maintain public art will be budgeted into the Public Works budget on an annual basis.

Kathy Dodge advised the Council that members of the Arts & Culture Commission attended the Rural Arts & Culture Summit and is pleased to report that Grand Rapids is becoming widely known for their "Artist in Residence" program throughout Minnesota.

Received and Filed

2. GIS Collaboration

Engineer Matt Wegwerth & PUC Manager Julie Kennedy discuss collaboration plan and development of Systems Management team. This re-structure will include three key employees and the collaboration of the City and PUC. Staff will bring recommended agreement back to a Council meeting for consideration.

Referred to the City Council

3. Review 5:00 PM Regular Meeting

Upon review, it is noted that item #10 on the Consent agenda is a duplication of item

#8 and will be deleted. No other corrections or additions are made.

ADJOURN

There being no further business, the meeting adjourned at 4:57 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, August 28, 2017

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, August 28, 2017 at 5:03 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, Matt Wegwerth, Eric Trast, Rob Mattei, Scott Johnson, Laura Pfeifer, Mike Liebel, Lynn DeGrio

MEETING PROTOCOL POLICY

5:01 PM PUBLIC FORUM

City Engineer Wegwerth advised the public of the road closure at 7th Ave. SE from 8:00 PM to 5:00 AM.

5:06 PM COUNCIL REPORTS

None.

5:09 PM VERIFIED CLAIMS

Consider approving the verified claims for the period August 8, 2017 to August 21, 2017 in the total amount of \$1,135,041.71.

A motion was made by Councilor Zeige, seconded by Councilor Connelly, 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

**5:10 APPROVAL OF MINUTES
PM**

Consider approving Council minutes for Monday, August 14, 2017 Worksession & Regular meetings and Monday, August 21, 2017 Budget meeting.

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

**5:11 CONSENT AGENDA
PM**

1. Consider adopting a resolution accepting an additional \$5,499.51 grant award from Minnesota Board of Firefighter Training and Education (MBFTE).
Adopted Resolution 17-77 by consent roll call
2. Consider accepting the resignation from Jason Hoerler, Firefighter.
Approved by consent roll call
3. Consider approving a deed restriction for the property known as Legion Park
Approved by consent roll call
4. Consider adopting a resolution approving operating transfer from the General Capital Improvement Fund-Neighborhood Economic & Development Fund in the amount of \$27,184.00.
Adopted Resolution 17-78 by consent roll call
5. Consider adopting a resolution approving operating transfers to the Special Revenue Fund-Civic Center in the amount of \$145,067.21 and authorizing a loan in the amount of \$10,762.44 from the General Fund to pay for the Dehumidification Project.
Adopted Resolution 17-79 by consent roll call
6. Consider approving temporary liquor license for Grand Rapids & Itasca Mountain Bicycling Association (GRIMBA), event scheduled for September 15, 2017.
Approved by consent roll call
7. Consider wage adjustment for Seasonal Golf Employee.
Approved by consent roll call

8. Consider entering into an Equipment Rental Agreement with the Itasca Curling Club.

Approved by consent roll call

9. Consider adopting a resolution declaring the cost to be assessed and ordering the preparation of proposed assessments for CP 2009-1, 2017 Infrastructure Improvements Project

Adopted Resolution 17-80 by consent roll call

11. 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.

Approved by consent roll call

12. Consider adopting a resolution establishing a public hearing on September 11, 2017 on proposed assessments for CP 2009-1, 2017 Infrastructure Improvements.

Adopted Resolution 17-81 by consent roll call

13. Consider approving Change Order 1 and final payment for the Keissler Wellness Center Site Improvements project in the amount of \$10,942.33

Approved by consent roll call

14. Consider approving Change Orders 5, 6 and Final Payment for CP 2017-1, 5th St N and 8th Av NE Improvements.

Approved by consent roll call

15. Consider approval of an updated and amended *Small Cities Development Program Commercial & Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook*

Approved by consent roll call

16. Consider adopting a resolution accepting an in-kind donation of materials and labor, valued at \$249.00 from Janssen Fabricating Enterprise, LLC for 1000 Lakes SWAT for modifications to a rifle.

Adopted Resolution 17-82 by consent roll call

17. Consider adopting a resolution accepting a donation of \$100.00 from Grand Rapids State Bank and in-kind donation of food & beverages, valued at \$512.00, from McDonald's for the Children's Safety Camp.

Adopted Resolution 17-83 by consent roll call

18. Consider appointing Dale Anderson as an alternate representative to the Greenway Joint Recreation Board.

Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Zeige, seconded by Councilor Christy, to approve the Consent agenda as amended, deleting item #10 as a duplicate to item #8. 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 SETTING OF REGULAR AGENDA
PM**

A motion was made by Councilor Rick Blake, seconded by Councilor Tasha Connelly, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

**5:14 DEPARTMENT HEAD REPORT
PM**

19. Housing & Redevelopment Authority - Jerry Culliton

Council acknowledged receipt of written report submitted by Jerry Culliton in lieu of attendance. Complete report is available in the Administration Department.

Received and Filed

**5:25 FIRE DEPARTMENT
PM**

20. Consider authorizing Fire Department to Form a Truck Committee and Develop Specifications for a 2018 Rescue Pumper truck.

Chief Liebel provides background information regarding the process of replacing trucks for the department and the function of the proposed committee.

Also noted that September 19th will likely be an initial training controlled burn and then final burn will be September 26th. All Council members are invited to attend.

A motion was made by Councilor Rick Blake, seconded by Councilor Bill Zeige, to authorize staff to form a Truck Committee and develop specifications for a 2018 Rescue Pumper Truck. The motion PASSED by unanimous vote.

**6:10 ADMINISTRATION DEPARTMENT
PM**

25. Consider appointment of Connor Grigsby to Firefighter Trainee position.

Ms. DeGrio notes correction to effective date from August 24th to August 29th.

A motion was made by Councilor Bill Zeige, seconded by Councilor Rick Blake, to approve the appointment of Connor Grigsby as Firefighter Trainee pending

satisfactory results for required testing & evaluations. The motion PASSED by unanimous vote.

- 26. Consider beginning the process of creating an eligibility list for Part-time Hospital Security Officers.

A motion was made by Councilor Tasha Connelly, seconded by Councilor Dale Christy, authorizing staff to begin the process of creating an eligibility list for part-time Hospital Security Officers. The motion PASSED by unanimous vote.

Recessed regular meeting at 5:23 PM

**5:30 PUBLIC HEARINGS
PM**

Reconvened for public hearing at 5:30 PM.

- 21. Conduct a public hearing to consider the rezoning of 5.75 acres of land from SR-1 (Shoreland One-family Residential) to SPU (Shoreland Public Use).

Mayor Adams notes the reason for the public hearing. Clerk Gibeau states that all required notices have been made and no correspondence was received in the Clerk's office in reference to this matter.

Rob Mattei, Community Development Director, provides background information on request for rezone, location, feasibility and recommendation of the Planning Commission.

A motion was made by Councilor Dale Christy, seconded by Councilor Tasha Connelly, to open the public hearing. The motion PASSED by unanimous vote.

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

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

**5:45 COMMUNITY DEVELOPMENT
PM**

- 22. Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning 5.75 acres of land from SR-1 (Shoreland One-family Residential) to SPU (Shoreland Public Use).

A motion was made by Councilor Blake, seconded by Councilor Christy, adopting City Ordinance 17-08-07, amending official zoning map, rezoning 5.75 acres from SR-1 to SPU. The motion carried by the following vote.

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

**5:50 PUBLIC HEARINGS
PM**

23. Conduct a Public Hearing to consider the adoption of an Ordinance amending Chapter 30 of the Zoning Ordinance which would decrease lot size requirements for General Development lakes, and within the Rural Residential zoning district.
- Mayor Adams notes the reason for the public hearing. Clerk Gibeau states that all notices have been made and no correspondence was received in the Clerk's office in reference to this matter.*
- Rob Mattei, Community Development Director, provides background information on request for text amendment to zoning ordinance, location, feasibility and recommendation of the Planning Commission.*
- A motion was made by Councilor Bill Zeige, seconded by Councilor Rick Blake, to open the public hearing. The motion PASSED by unanimous vote.**
- No one wished to speak, therefore the following motion was made.*
- A motion was made by Councilor Dale Christy, seconded by Councilor Bill Zeige, to close the public hearing. The motion PASSED by unanimous vote.**

**6:05 COMMUNITY DEVELOPMENT
PM**

24. Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending two sections of Chapter 30 of the Zoning Ordinance which would decrease lot size requirements for General Development lakes, and within the Rural Residential zoning district.
- A motion was made by Councilor Christy, seconded by Councilor Connelly, to adopt City Ordinance 17-08-08, amending Chapter 30 of the zoning ordinance, decreasing lot size requirements for General Development lakes within Rural Residential zoning district. The motion carried by the following vote.**
- Aye** 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake
Councilor Tasha Connelly

**6:20 ADJOURNMENT
PM**

A motion was made by Councilor Connelly, seconded by Councilor Zeige to adjourn the meeting at 5:57 PM. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0637 **Version:** 1 **Name:** Consider adopting a resolution accepting \$47,350.00 for a 2017 - 2018 Toward Zero Deaths Grant.
Type: Agenda Item **Status:** Consent Agenda
File created: 8/28/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider adopting a resolution accepting \$47,350.00 for a 2017 - 2018 Toward Zero Deaths Grant.
Sponsors:
Indexes:
Code sections:
Attachments: [2018 TZD Budget.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting \$47,350.00 for a 2017 - 2018 Toward Zero Deaths Grant.

Background Information:

On May 22, 2017, the City Council authorized the Police Department to make application to the Minnesota Department of Public Safety Office of Traffic Safety for funding of a grant entitled Toward Zero Deaths (TZD) for the 2017-2018 fiscal year. The purpose of this grant is to provide funding for public education and additional enforcement activities targeted toward DWI, distracted driving, speed and seat belt violations. The goal is to reduce the number and severity of vehicle crashes in Grand Rapids and Itasca County.

Grand Rapids Police Department is a member of the TZD Itasca County Coalition consisting of community members, public health, court services and others committed to reducing the death on our roadways. The TZD grant is a very important piece of funding these efforts and we have been grant recipients for several years.

The Police Department has been notified by the Department of Public Safety that our grant proposal will be funded in the award amount of \$47,350.00. Typically, the Grand Rapids Police Department receives about 50% to 60% of the total grant dollars as we have acted as the fiscal agent for Itasca County Law Enforcement agencies. This is truly a partnership which includes the Itasca County Sheriff's Department, Bovey Police Department, Coleraine Police Department, Deer River Police Department, Hill City (Aitkin County doesn't participate), Nashwauk Police Department and the Minnesota State Patrol.

Staff Recommendation:

We would recommend to the City Council to please adopt a resolution accepting a 2017 - 2018 Towards Zero Deaths Grant (TZD) in the amount of \$47,350.00

Requested City Council Action

Make a motion adopting a resolution accepting a 2017 - 2018 Towards Zero Deaths Grant (TZD) in the amount of \$47,350.00

2018 Enforcement Budget

Grand Rapids Police Department

Impaired Driving Enforcement	\$	24,700.00
Seat Belt Enforcement	\$	11,000.00
Speed Enforcement	\$	4,525.00
Move Over Enforcement	\$	625.00
Distracted Enforcement	\$	3,000.00
Total Overtime Enforcement Funding	\$	43,850.00

Dispatch, Administration and Conference Expenses

	DWI	Other	Total	
Dispatch:	\$ 1,200.00	\$ 800.00	\$	2,000.00
Administration:	\$ 300.00	\$ 300.00	\$	600.00
Subtotal for Dispatch and Admin			\$	2,600.00
TZD Conference		\$ 900.00	\$	900.00

Total Grant Award	\$	47,350.00
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0638 **Version:** 1 **Name:** Dog Park Resolution
Type: Agenda Item **Status:** Consent Agenda
File created: 8/30/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider adopting a resolution accepting a donation from the Grand Rapids Area Community Foundation for the Dog Park development at Veteran's Park.

Sponsors:

Indexes:

Code sections:

Attachments: [Dog Park donation res.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a donation from the Grand Rapids Area Community Foundation for the Dog Park development at Veteran's Park.

Background Information:

The Grand Rapids Friends of the Dog Park Committee has raised more than \$15,000 over the past few years to help build and make improvements to the Dog Park located in Veteran's Park. It is efforts like this that help us provide our residents and visitors a wonderful park experience in Grand Rapids.

Staff Recommendation:

City staff recommends adopting a resolution accepting a donation from the Grand Rapids Area Community Foundation for the Dog Park development at Veteran's Park.

Requested City Council Action

Make a motion to adopt a resolution accepting a donation from the Grand Rapids Area Community Foundation for the Dog Park development at Veteran's Park.

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

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING A \$155.96 DONATION FROM THE GRAND RAPIDS
AREA COMMUNITY FOUNDATION FOR THE DOG PARK DEVELOPMENT AT
VETERAN'S PARK IN 2017

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:

- A donation of \$155.96 for the Dog Park Development at Veteran's Park from Grand Rapids Area Community Foundation.

Adopted this 11th day of September, 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 #:	17-0642	Version:	1	Name:	Adopt a resolution accepting a donation of \$350.00 from the Grand Rapids Area Chamber of Commerce Northern Minnesota Swap Meet Car Show to the Grand Rapids Police Reserve Program.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	8/31/2017	In control:		In control:	City Council
On agenda:	9/11/2017	Final action:		Final action:	
Title:	Consider adopting a resolution accepting a donation of \$350.00 from the Grand Rapids Area Chamber of Commerce Northern Minnesota Swap Meet Car Show to the Grand Rapids Police Reserve Program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	17- Car Show donation.pdf				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a donation of \$350.00 from the Grand Rapids Area Chamber of Commerce Northern Minnesota Swap Meet Car Show to the Grand Rapids Police Reserve Program.

Background Information:

The Grand Rapids Police Departments Reserve Officers have been providing security at the Itasca County Fairgrounds for the swap meet and car show for the many years. In appreciation for their volunteer service for this event, the Grand Rapids Area Chamber of Commerce Northern Minnesota Swap Meet Car Show wishes to donate \$350.00 to the Grand Rapids Police Reserve Program.

Staff Recommendation:

Please consider adopting a resolution to accept a \$350.00 donation from the Grand Rapids Area Chamber of Commerce Northern Minnesota Swap Meet Car Show to the Grand Rapids Police Reserve Program.

Requested City Council Action

Make a motion adopting a resolution to accept a \$350.00 donation to the Grand Rapids Police Reserve Program from the Grand Rapids Area Chamber of Commerce Northern Minnesota Swap Meet Car Show

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING \$350.00 DONATION FROM THE CHAMBER OF
COMMERCE NORTHERN MINNESOTA SWAP MEET CAR SHOW FOR THE GRAND
RAPIDS POLICE RESERVE PROGRAM

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

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

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

- Grand Rapids Area Chamber of Commerce Northern Minnesota Swap Meet Car Show has donated \$350.00 for the Grand Rapids Police Reserve Program.

Adopted this 11th day of September 2017.

Dale C. Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0647 **Version:** 1 **Name:** Resolution clarify vacation of RW
Type: Agenda Item **Status:** Consent Agenda
File created: 9/1/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider adopting a resolution clarifying the vacation of platted right-of-way within Kearneys First Addition to Grand Rapids

Sponsors:

Indexes:

Code sections:

Attachments: [91-585-4150](#)
[9-11-17 Resolution Fairgrounds Vacation](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution clarifying the vacation of platted right-of-way within Kearneys First Addition to Grand Rapids

Background Information:

March 24, 2014, Council approved a resolution 14-23 vacating platted street right-of-way and a portion of a platted boulevard within the plat of Kearneys First Addition to Grand Rapids contingent upon Itasca County granting roadway and utility easements to the City. On June 13, 2017, Itasca county granted the necessary roadway and utility easements and the City then recorded the vacation. After recording the documents, the County Surveyor determined that a clarification was necessary on the legal description of the vacation. The revised legal description is below (revisions in bold, deletions by strikethrough and additions by underscore):

*That portion of 14th Street North lying easterly of the northerly extension of the easterly line of Lot 13, Park Row;
AND*

*That portion of 13th Street North lying easterly of ~~the northerly extension of the easterly of~~ Crystal Lake;
AND*

*That portion of the Boulevard lying between the northerly extension of the easterly line of Lot 13, Park Row, and **the westerly extension of** the southerly line of Block 1, all in the plat of Kearney's First Addition to Grand Rapids, on file and of record in the Itasca County Recorder's Office.*

The original resolution 14-23 and the proposed resolution are attached

Staff Recommendation:

City staff is recommending the attached resolution.

Requested City Council Action

Make a motion adopting a resolution clarifying the vacation of platted right-of-way within Kearneys First Addition to Grand Rapids

CERTIFIED, FILED, AND
RECORDED ON
7/17/2017 11:49:31 AM

PAGES: 3
REC FEES: \$46.00

NICOLLE ZUEHLKE
ITASCA COUNTY RECORDER

BY NZ Dep



Transfer entered this
day of July, 2017
Jeffrey T. Walker
Itasca County Auditor/Treasurer
By [Signature]
Deputy Auditor/Treasurer

Councilor Chandler introduced the following resolution and moved for its adoption:

RESOLUTION NO. 14-23

A RESOLUTION VACATING PLATTED STREET RIGHT-OF-WAY AND A PORTION OF A PLATTED BOULEVARD WITHIN THE PLAT OF KEARNEYS FIRST ADDITION TO GRAND RAPIDS

WHEREAS, the City Planning Commission, at a their regular meeting on March 6, 2014 reviewed the vacation request for public right-of-ways described as:

That portion of 14th Street North lying easterly of the northerly extension of the easterly line of Lot 13, Park Row;

and;

That portion of 13th Street North lying easterly of the northerly extension of the easterly of Crystal Lake;

and;

That portion of the Boulevard lying between the northerly extension of the easterly line of Lot 13, Park Row, and the southerly line of Block 1, all in plat of Kearney's First Addition to Grand Rapids, on file and of record in the Itasca County Recorder's Office;

WHEREAS, the Planning Commission found the vacations to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacations; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on March 24, 2014, to

AIR
→ GR City

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

RESOLUTION NO. 17-__

A RESOLUTION CLARIFYING THE VACATION OF PLATTED STREET RIGHT-OF-WAY AND A PORTION OF A PLATTED BOULEVARD WITHIN THE PLAT OF KEARNEYS FIRST ADDITION TO GRAND RAPIDS

WHEREAS, on March 24, 2014, Council approved a resolution 14-23 vacating platted street right-of-way and a portion of a platted boulevard within the plat of Kearneys First Addition to Grand Rapids contingent upon Itasca County granting roadway and utility easements to the City, and

WHEREAS, on June 13, 2017, Itasca County granted said roadway and utility easements to the City of Grand Rapids, and

WHEREAS, on July 17, 2017, the City of Grand Rapids recorded said vacation, and

WHEREAS, it has been determined by the Itasca County Surveyor that the legal description of the approved vacation requires clarification, and

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

The revised legal description for the vacation of platted street right-of-way and a portion of a platted boulevard within the plat of Kearneys First Addition to Grand Rapids as described in resolution 14-23 is as follows (revisions shown in bold, deletions by strikethrough and additions by underscore):

That portion of 14th Street North lying easterly of the northerly extension of the easterly line of Lot 13, Park Row;

AND

That portion of 13th Street North lying easterly of ~~the northerly extension of the easterly of~~ Crystal Lake;

AND

*That portion of the Boulevard lying between the northerly extension of the easterly line of Lot 13, Park Row, and **the westerly extension of** the southerly line of Block 1, all in the plat of Kearney's First Addition to Grand Rapids, on file and of record in the Itasca County Recorder's Office.*

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

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0650 **Version:** 1 **Name:** CP 2009-1 Change Order 4
Type: Agenda Item **Status:** Consent Agenda
File created: 9/5/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider the approval of Change Order 4 with Casper Construction related to CP 2009-1, the 2017 Infrastructure Improvements Project
Sponsors:
Indexes:
Code sections:
Attachments: [Change Order 4](#)

Date	Ver.	Action By	Action	Result
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Consider the approval of Change Order 4 with Casper Construction related to CP 2009-1, the 2017 Infrastructure Improvements Project

Background Information:

Change Order 4 includes the installation of trees around the stormwater detention basin. Total amount of change order is \$13,462.50 and is funded by the Clean Water Grant

Staff Recommendation:

City staff is recommending the approval of Change Order 4 with Casper Construction related to CP 2009-1, the 2017 Infrastructure Improvements Project

Requested City Council Action

Make a motion approving Change Order 4 with Casper Construction related to CP 2009-1, the 2017 Infrastructure Improvements Project

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of City of Grand Rapids

Change Order No. 4

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. GRANR 138924	CONTRACT NO. CP 2009-1
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 Grand Rapids, MN 55744		LOCATION OF WORK Grand Rapids, MN	
		TOTAL CHANGE ORDER AMOUNT \$13,462.50	

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

Tree Placement around 8th Avenue NE Stormwater Pond.

Coniferous trees shall consist of Black Hills Spruce and Red Pine.

Deciduous trees shall consist of Maple (Sugar, Red, Autumn Blaze), Oaks (Red, Swamp White, Bur) and Greenspire Linden.

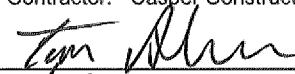
COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 020					
2571.501	CONIFEROUS TREE 6' HT B&B	TREE	\$412.50	9	\$3,712.50
2571.502	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$250.00	39	\$9,750.00
Funding Category No. 020 Total:					\$13,462.50
Change Order No. 4 Total:					\$13,462.50

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
Due to this change the Contract Time:

a. Is Increased by _____ Working Days b. Is Not Changed
 Is Decreased by _____ Working Days
 Is Increased by _____ Calendar Days c. May be revised if work affected the controlling operation
 Is Decreased by _____ Calendar Days

Approved By Project Engineer: Matt Wegwerth	Approved By Contractor: Casper Construction
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>8/28/17</u> Phone: (218) 326-9637

Original to Project Engineer; Copy to Contractor

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

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

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

District State Aid Engineer: _____ Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0651 **Version:** 1 **Name:** PCA Board Vacancies
Type: Agenda Item **Status:** Consent Agenda
File created: 9/5/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider authorizing staff to advertise for applicants to the Police Community Advisory Board.
Sponsors:
Indexes:
Code sections:
Attachments: [Charles Burress resignation.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing staff to advertise for applicants to the Police Community Advisory Board.

Background Information:

Mr. Charles Burress was appointed to the PCA Board at its inception for a term to expire December 31, 2018. On August 7, 2017, staff received a notice of resignation from Mr. Burress from this board. Mr. Tanner Spawn, who was appointed at the same time, with a term to expire December 31, 2017, has been absent from all but one (1) noticed meeting. The By-Laws require members to attend a minimum of 75% of the meetings in a calendar year. Staff have attempted to reach Mr. Spawn on several occasions, to no avail.

Staff Recommendation:

Accept the resignation of Charles Burress and terminate the membership of Tanner Spawn, authorizing staff to begin the process of filling the vacancies.

Requested City Council Action

Make a motion to accept the resignation of Charles Burress and terminate the membership of Tanner Spawn from the PCA Board and authorize staff to begin the process of filling the vacancies.

Jacqueline Heinrich

From: Charles Burress <chasburress@gmail.com>
Sent: Monday, August 07, 2017 2:27 PM
To: Jacqueline Heinrich
Subject: Re: Items for the agenda

Hi Jacqueline, due to a change of jobs I will no longer be able to be a part of this committee. I want to thank Mayor Adams and the city council for this chance to work with the wonderful people of this group. Thank you, Charles Burress

On Monday, July 31, 2017, Jacqueline Heinrich <jheinrich@ci.grand-rapids.mn.us> wrote:

Good Morning,

If you have any items that you would like on the agenda for August 8th, please get them to me by Friday the 7th of August.

Here are the minutes from April 2017.

Thank You,

Jackie

Jacqueline Heinrich

Administrative Assistant
Grand Rapids Police Department
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-3464
Fax: 218-326-7610

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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0653 **Version:** 1 **Name:** Recreation Fall Employees 2017 (2)
Type: Agenda Item **Status:** Consent Agenda
File created: 9/6/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
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
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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 September 11, 2017 and complete employment by December 31, 2017.

- Evan Mischke, Youth Coach, \$9.50
- Michael Heitkamp, Youth Coach, \$9.50
- Beau Rokala, Youth Coach, \$9.50
- Sasha Stefan, Youth Coach, \$9.50
- Quinn Kassel, Youth Coach, \$9.50
- Jack Burnson, Youth Coach, \$9.50

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 #: 17-0656 **Version:** 1 **Name:** Art Adoption and Acquisition Policy
Type: Agenda Item **Status:** Consent Agenda
File created: 9/6/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider adopting the Art Adoption and Acquisition Policy
Sponsors:
Indexes:
Code sections:
Attachments: [GR Art Adoption and Acquisition Policy final](#)

Date	Ver.	Action By	Action	Result
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Consider adopting the Art Adoption and Acquisition Policy

Background Information:

The arts and culture roadmap (GRMN Creates) was developed by the Arts and Culture Commission and adopted into the City's comprehensive plan in the spring of 2015. Goal #4 of that plan is to "use the arts to animate the physical realm and improve connectivity." The second objective under goal #4 calls for the Commission and the City to "create initial public art policies and develop a program that consistently contributes to the vitality and economic development of the City." Tasks 4.11, 4.12, and 4.13 of the second objective call for an art adoption/acquisition policy, an arts inclusion policy and a public art policy.

Staff Recommendation:

Staff recommends adopting the Art Adoption and Acquisition Policy

Requested City Council Action

Make a motion adopting the Art Adoption and Acquisition Policy

CITY OF GRAND RAPIDS MINNESOTA
ART ADOPTION AND ACQUISITION PLAN

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2.2 Selection Panels

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3.1 Maintenance and Conservation

3.2 Insurance

3.3 De-commissioning

SECTION 4: GOVERNANCE

SECTION 5: FUNDING

5.1 City of Grand Rapids

5.2 Arts and Culture Commission

HISTORY / INTRODUCTION

The Grand Rapids Arts and Culture Commission (the Commission) was established on February 25, 2013 with Ordinance No. 13-02-04. The first responsibility for the Commission was to develop and recommend to the city council a strategic plan for arts and culture in Grand Rapids.

The arts and culture roadmap (GRMN Creates) was developed by the Commission and adopted into the City's comprehensive plan in the spring of 2015. Goal #4 of that plan is to "use the arts to animate the physical realm and improve connectivity."

The second objective under goal #4 calls for the Commission and the City to "create initial public art policies and develop a program that consistently contributes to the vitality and economic development of the City." Tasks 4.11, 4.12, and 4.13 of the second objective call for an art adoption/acquisition loan policy, an arts inclusion policy and a public art policy.

SECTION 1: DEFINITIONS

Definitions of Public Art, Public Space, and Public Art Plan

Public art is visual art that exists for the public, is commissioned, leased or purchased by or donated to the City to be in publicly accessible spaces.

This definition includes all media including, but not limited to, the following:

- sculpture
- mural
- fresco
- relief
- fountain
- banner
- mosaic
- ceramic
- weaving
- carving
- stained glass
- sidewalk art

It does not include:

- wayfinding signs
- art objects that are stock items or mass-produced
- art objects that are portable or easily moved, unless the work has been designated by the Grand Rapids Arts and Culture Commission
- playground equipment and general landscape architecture

Public space is defined as an area accessible to and frequented by the general public and owned and operated by the City of Grand Rapids. This includes, but is not limited to, the following:

- parks and squares
- boulevards
- streets
- bridges
- architectural facades
- spaces within City-owned facilities

A public art placement plan is typically part of development or construction projects that have been incorporated into a larger urban development or cultural plan.

SECTION 2: PROCESSES AND PROTOCOL

2.1 Artist Selection Process

The City of Grand Rapids endeavors to commission quality public art works that are relevant to the community.

The process by which an artist is selected for a commission varies and impacts the project's success. The City of Grand Rapids operates competitions as its primary form of artist selection. Depending on the project's requirements, the competition may be open or limited/invitational. The Grand Rapids Arts and Culture Commission also reserves the right to make a direct selection. The form of competition to be used for a project is determined by the Commission. Selection processes are defined as follows:

- Open competitions are broadly advertised to solicit local, statewide, national or international entries.
- Invited/limited competitions invite a select number of artists to submit plans for consideration. Limited competitions may be used when a specific type, theme or media of artwork is desired.
- Direct selection is a commission of a work by an artist or the purchase of an existing work of art. Direct selection may be warranted when there is a single clear choice or a sole source in terms of the artistic solution for a project. A direct selection also may be appropriate where there is a time constraint or an extremely limited project budget.

Donations also may become part of the City's selection process and may be presented to the Arts and Culture Commission. The Commission is responsible for accepting works of art that will further the objectives of the arts and culture plan.

2.2 Selection Panels

The Grand Rapids Arts and Culture Commission is the selection committee. The Commission may from time to time establish a community ad hoc committee to assist with selection as needed.

SECTION 3: MANAGEMENT OF THE CITY OF GRAND RAPIDS' PUBLIC ART COLLECTION

3.1 Maintenance and Conservation

The City of Grand Rapids is responsible for maintaining all permanent works of art within the public art inventory, in accordance with the approved maintenance plan and/or conservation plan required for each piece. Development of the maintenance plan and/or conservation plan is the responsibility of the artist and will be submitted to the City at the time the artwork is installed. The plans will include, but are not be limited to, the following:

- maintenance dossier
- shop drawings
- manufacturers' lists
- key contacts including the artist
- maintenance and/or conservation specifications
- budget

To build longevity into its public art planning and processes, all public art competitions and donations will include a maintenance fund in the budget for the conservation of the public artwork.

The City's public art adoption/acquisition policy establishes a treatment and maintenance program that uses public funds wisely by avoiding costly preservation procedures that result from neglect. A qualified professional, trained in art conservation, may be contracted by the City of Grand Rapids Arts and Culture Commission to participate in the technical review of existing art work.

Inventory of public art owned by the City will be updated when new works are acquired and routinely inspected.

The inventory will include the following:

- description of the artwork
- fabrication
- site conditions
- conservation and maintenance plan
- visual documentation of the artwork

3.2 Insurance

The City of Grand Rapids' public art collection is to be insured as property of the City for vandalism, liability and theft, and each piece as acquired should be appraised based on market value and re-evaluated as needed.

Grand Rapids Arts and Culture Commissioners also will be covered by the municipal insurance policy that indemnifies them against legal responsibilities for their actions, if they are not guilty of wrongful acts or gross negligence.

3.3 De-commissioning

De-commissioning is the process by which an artwork is removed from the City of Grand Rapids' public art inventory. It may involve the relocation, removal or disposal of an artwork, if these actions are not in conflict with the terms on which the City acquired the work.

All recommendations for de-commissioning are reviewed by the Grand Rapids Arts and Culture Commission and must be approved by City Council.

SECTION 4 - ADMINISTRATION

The Grand Rapids City Council approves the public art plan and policies upon recommendation of the Grand Rapids Arts and Culture Commission.

The City Council approves the final acceptance of all public artworks commissioned by or donated to the City upon the recommendation of the Grand Rapids Arts and Culture Commission.

SECTION 5: FUNDING

5.1

The City of Grand Rapids will fund public art by earmarking 1.5% of funding for public works programs. This money will be deposited into a fund to purchase, commission, and perform the maintenance of public art.

5.2

The Grand Rapids Arts and Culture Commission will make every effort to leverage dollars collected to maximize the number of dollars available for public art through grants and other funding sources.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0659 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 9/7/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider the adoption of a resolution authorizing an application to the IRRRB Commercial Redevelopment Grant Program for the Sammy's Pizza Expansion Project.

Sponsors:

Indexes:

Code sections:

Attachments: [Sammy's Pizza Grant Application Authorization Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution authorizing an application to the IRRRB Commercial Redevelopment Grant Program for the Sammy's Pizza Expansion Project.

Background Information:

The proposed project involves the redevelopment and expansion of the Sammy's Pizza restaurant located at 802 S. Pokegama Ave.

Within the past two years, the owners of Sammy's Pizza, Tony and Kelly Jerulle, have acquired two properties adjacent to the south side of their existing restaurant. The first acquisition was a vacant commercial structure that for an extended period of time was a Pizza Hut restaurant. The second acquisition was a dilapidated single family home. In combination, the the acquisition of these parcels doubled the site area owned by Sammy's Pizza, going from 0.6 acres to 1.2 acres.

With the demolition of the two structures located on these acquired properties, the owners of Sammy's Pizza intend to construct a 4,000 square foot addition on the south side of the existing restaurant that would more than double its floor area. The project would also involve an extensive remodeling of the existing restaurant space. In addition to building construction, the project will involve the reconstruction and expansion of the parking lot, increasing its capacity from 51 stalls to 100 stalls.

In support of the redevelopment of commercial properties, this IRRRB grant program funds the demolition of commercial structures. The requested grant amount of \$82,800 represents the budgeted cost of hazardous material abatement, demolition and disposal, and engineering expenses. If awarded this grant, the City of Grand Rapids will execute a development agreement with the owners of Sammy's Pizza whereby the City will be refunded any costs above and beyond the grant amount for a City contract to perform the demolition work. This \$1.7M project would leverage the requested IRRRB grant at a ratio of 21:1.

Sammy's Pizza has been in business in Grand Rapids for 33 years and currently employs 11 full time employees and 32 part time for a total of 27 FTE positions. In addition to retaining those positions, Sammy's Pizza anticipates employing an additional 5 full time employees and 20 part time employees, bringing the post development employment to 42 FTE positions.

Sammy's Pizza is committed to advancing the project in the 2018 construction season, soon after the completion of the hazardous material abatement and demolition work, which would begin in in November of this year.

The proposed project is consistent with the City's *Comprehensive Plan* goals aimed at infill and redevelopment of

blighted or underutilized properties that are already served with public infrastructure, and with supporting the growth of existing businesses in our community. In addition, the project will eliminate/consolidate Highway 169 access points, which advances the public safety objectives of the *Highway 169 Access Management Plan*.

Requested City Council Action

Make a motion to adopt a resolution authorizing an application to the IRRRB Commercial Redevelopment Grant Program for the Sammy's Pizza Expansion Project.

CITY OF GRAND RAPIDS, MINNESOTA
RESOLUTION NO. 17-

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

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO THE
IRRRB COMMERCIAL REDEVELOPMENT GRANT PROGRAM FOR THE
SAMMY'S PIZZA EXPANSION PROJECT**

WHEREAS THE Grand Rapids City Council approves of the above application, because it supports community and economic development that is consistent with the Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that the City Council of Grand Rapids, Minnesota does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. _____ was declared duly passed and adopted this 11th day of September, 2017

Mayor

Attest: _____
City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0660 **Version:** 1 **Name:** Termination-Lundquist, Bryan
Type: Agenda Item **Status:** Consent Agenda
File created: 9/7/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider termination of a regular part-time employee from the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider termination of a regular part-time employee from the IRA Civic Center.

Background Information:

Bryan Lundquist was hired on April 26, 2016 as a regular part-time maintenance employee for the IRA Civic Center. We are requesting that he be terminated and removed from the roster effective August 31, 2017.

Staff Recommendation:

City staff is recommending the termination Bryan Lundquist effective August 31, 2017.

Requested City Council Action

Make a motion approving the termination of a regular part-time employee from the IRA Civic Center.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0666 **Version:** 1 **Name:** Security Guard Job Description
Type: Agenda Item **Status:** Consent Agenda
File created: 9/8/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider amending job description for Security Officer at Grand Itasca Clinic & Hospital.
Sponsors:
Indexes:
Code sections:
Attachments: [Security Guard Redline 2017.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider amending job description for Security Officer at Grand Itasca Clinic & Hospital.

Background Information:

On August 28, 2017, the City Council authorized staff to begin the process of creating an eligibility list for the part-time Hospital Security Officer position at Grand Itasca Clinic and Hospital. Staff has reviewed the job description and noted specific recommended changes.

Staff Recommendation:

Review the attached amended job description and approve changes.

Requested City Council Action

Make a motion to approve amended job description for Security Officer at Grand Itasca Clinic & Hospital.

City of Grand Rapids Job Description

Job Title: Security Guard/Officer
Department: Police
FLSA Status: Non-exempt
Approved By: City Council
Approved Date: ~~April 14, 2014~~ September 11, 2017

Summary

~~Performs intermediate protective service work maintaining hospital security, and related work as apparent or assigned. Work is performed under the limited supervision of the Assistant Chief of Police. Protects people and property at Grand Itasca Clinic and Hospital and related facilities, maintaining security and performing related work as required or assigned. Works collaboratively with law enforcement agencies and hospital staff under the supervision of a Grand Rapids Police Sergeant.~~

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- ~~• Maintains security at the Grand Itasca Clinic and Hospital on foot or in a vehicle, to preserve law and order, the peace, to prevent and discover the commission of crime.~~ Formatted: Strikethrough
- ~~• Receives complaints and solves problems/issues in an effective and tactful manner assigned areas.~~
- ~~• Responds to calls and complaints from Grand Itasca staff regarding the safety of involving the Grand Itasca staff, facilities and grounds.~~ Formatted: Strikethrough
- ~~• Provides first aid for injured persons.~~ Formatted: Strikethrough
- ~~• Takes precautions action to minimize disruptions; at Grand Itasca Clinic & Hospital, including other facilities.~~ Formatted: Strikethrough
- ~~• Prepares written reports to document activities; provides supplementary or miscellaneous reports as required.~~
- ~~• Responds to emergencies affecting patients, staff and members of the public.~~ Formatted: Strikethrough
- ~~• Coordinates activities with police officers and fire department personnel in response to emergencies on hospital/clinic grounds or and facilities.~~
- ~~• Provides escort protective services to hospital/clinic employees during shift changes and visitors upon their request; provides escort services to visitors upon request.~~
- ~~• Reports and documents activities and situations that require the attention of Grand Itasca officials staff including safety hazards and property damage.~~
- ~~• Responds to questions, provides information and gives directions or aid as requested by Grand Itasca staff and the public.~~
- ~~• Provides after hours security checks to Grand Itasca Clinic and Hospital and Health other facilities.~~
- ~~• Directs traffic and assists with crowd control as needed required.~~
- ~~• Conducts tours and mMakes informational appearances presentations as required requested.~~
- ~~• Prepares Gathers information and constructs reports for evidentiary purposes and; provides testimony in court as required.~~
- ~~• Performs related other duties as required assigned.~~

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ~~ability-abilities and/or competency sets~~ required to complete the essential functions at a satisfactory level.

- ~~Thorough k~~ Knowledge of City of Grand Rapids City Policies; Grand Rapids Police Department Policies; Grand Itasca Clinic & Hospital Policies.
- ~~Thorough k~~ Knowledge of and the ability to complete Officer Reports and daily logs; comprehensive knowledge of security systems and cameras; Taser operation.
- Knowledge of the appropriate use of the TASER.
- ~~Thorough k~~ Knowledge of and the ability to use police and hospital radio communication equipment, 800 MHz radio communication and hospital communication equipment; ability to apply handcuffs.
- Knowledge of the appropriate use of handcuffs.
- ~~Thorough~~ knowledge of Police Department records management and computer-aided dispatch systems.
- Ability to assist with patient restraints.
- Ability to operate standard office equipment and software.
- ~~Ability to operate audio/visual recording equipment.~~
- ~~Ability to~~ Must be able to work rotating shifts, on-call and on-duty emergencies including emergency call outs.
- Ability to establish and maintain effective working relationships with medical staff, co-workers, supervisors, social service agencies, other public safety entities and members of the public.

Education and/or Experience

High school diploma or GED, ~~or equivalent combination of education and experience.~~ Experience working within a public safety agency and some knowledge of police procedures are desirable.

Physical Demands

The work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing and walking, frequently requires sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceived information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Special Requirements

- Obtain and maintain CPR/First Aid certification within a reasonable period of time as determined by the Grand Rapids Police Department.
- Complete and maintain TASER Training requirements as determined by the Grand Rapids Police Department.
- Complete and maintain Use of Force and Defensive Tactics Training, including use of non-lethal options, as required by the Grand Rapids Police Department.
- Possess a Valid Minnesota Driver's License.

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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0671 **Version:** 1 **Name:** PUC Purchase agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 9/8/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider approving purchase agreement for property identified as Parcel ID #91-034-1204.
Sponsors:
Indexes:
Code sections:
Attachments: [PurchaseAgreement_City&Carpenter_2017-0808.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving purchase agreement for property identified as Parcel ID #91-034-1204.

Background Information:

At a special meeting of the Public Utilities Commission on Wednesday, August 30, 2017, considered a purchase agreement between the City of Grand Rapids and David & Julie Carpenter to purchase property located at 2382 Diane Lane, Grand Rapids, MN for a total of \$169,900.00. The Commission voted to approve the purchase agreement as to form and content, recommend execution of the purchase agreement to the Grand Rapids City Council and authorize the payment of the GRPUC funds necessary to execute the agreement.

Staff Recommendation:

Approve purchase agreement and process request for payment from PUC.

Requested City Council Action

Make a motion to approve purchase agreement for property identified as Parcel ID #91-034-1204 and submit invoice to Grand Rapids Public Utilities Commission in the amount of \$169,900 for payment.

PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS , which disclaims any liability arising out of use or misuse of this form. © 2017 Minnesota Association of REALTORS®, Edina, MN

1. Date 08/08/2017

2. Page 1

3. BUYER (S): City of Grand Rapids,

4. a Minnesota munciple corporation

5. Buyer's earnest money in the amount of 0.00

6. Dollars (\$ 0.00)

7. shall be delivered to listing broker, or, if checked, to NA no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at

9. Street Address: 2382 Diane Lane

10. City of Grand Rapids , County of Itasca ,

11. State of Minnesota, legally described as

12. Rev Disc. 2 of NW NE, S 34, T 55N, R 25 W (Tax Parcel 91-034-1204) Legal to govern

13. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulb , shrubs, trees, and lawn watering system;

14. shed; storm sash, storm doors, screens, and awnings; window shades, blinds; traverse, curtain, and drapery rods, valances, drapes, curtains, window coverings, and treatments; towel rods; attached lighting and bulbs; fan fixtures;

15. plumbing fixtures; garbage disposals; water softener; water treatment system; water heating systems, heating systems; air exchange system; environmental remediation system (e.g., radon, vapor intrusion); sump pump; TV antenna/cable

16. TV jacks and wiring/TV wall mounts; wall/ceiling-mounted speakers and mounts; carpeting; mirrors; garage door openers and all controls; smoke detectors; fireplace screens, door, and heatilators; BUILT-INS: dishwashers; refrigerators;

17. wine/beverage refrigerators; trash compactors; ovens; cook-top stoves; warming drawers; microwave ovens; hood fans; shelving; work benches; intercoms; speakers; air conditioning equipment; electronic air filter; humidifier/dehumidifier;

18. liquid fuel tanks (and controls); pool/spa equipment; propane tank (and controls); security system equipment; TV satellite dish; AND the following personal property shall be transferred with no additional monetary value, and free and clear

19. of all liens and encumbrances:

20. Notwithstanding the foregoing, leased fixtures are not included.

21. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

22. _____

23. _____

24. _____

25. _____

26. _____

27. _____

28. _____

29. _____

30. _____

31. _____

32. _____

33. _____

34. _____

35. _____

36. _____

37. _____

38. _____

39. _____

40. _____

41. _____

42. _____

43. _____

PURCHASE PRICE:

33. Seller has agreed to sell the Property to Buyer for the sum of (\$ 169,900.00)

34. One Hundred Sixty-Nine Thousand Nine Hundred Dollars,

35. which Buyer agrees to pay in the following manner:

36. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest money;

37. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

38. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)

39. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

CLOSING DATE:

44. The date of closing shall be September 15th, 2017.

PURCHASE AGREEMENT

46. Page 2 Date 08/08/2017

47. Property located at 2382 Diane Lane Grand Rapids MN 55744

MORTGAGE FINANCING:

48. This Purchase Agreement IS NOT subject to the mortgage financing provisions below. If IS, complete the

49. (Check one.)

50. MORTGAGE FINANCING section below. If IS NOT, proceed to the SELLER'S CONTRIBUTIONS TO BUYER'S

51. COSTS section.

52. Such mortgage financing shall be: (Check one.)

53. FIRST MORTGAGE only FIRST MORTGAGE AND SUBORDINATE FINANCING.

54. Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.)

55. CONVENTIONAL

56. DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED

57. FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED

58. MINNESOTA HOUSING FINANCE AGENCY ("MHFA")

59. PRIVATELY INSURED CONVENTIONAL

60. UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT

61. OTHER

62. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than

63. years, with an initial interest rate at no more percent (%) per annum. The mortgage application IS TO

64. BE MADE WITHIN FIVE (5) BUSINESS DAYS after the Final Acceptance Date of this Purchase Agreement. Buyer

65. agrees to use best efforts to secure a commitment for such financing and to execute all documents required to

66. consummate said financing.

67. MORTGAGE FINANCING CONTINGENCY: This Purchase Agreement is contingent upon the following and applies

68. to the first mortgage and any subordinate financing. (Check one.)

69. If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not

70. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately

71. sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be

72. REFUNDED TO BUYER FORFEITED TO SELLER.

(Check one.)

73. NOTE: If this Purchase Agreement is subject to DVA or FHA financing, FORFEITED TO SELLER may be prohibited.

74. See the following DVA and FHA Escape Clauses.

75. Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on

76. or before , 20 .

77. For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage

78. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this

79. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an

80. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close

81. the loan.

82. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for

83. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,

84. are deemed accepted by Buyer:

85. (a) work orders agreed to be completed by Seller;

86. (b) any other financing terms agreed to be completed by Seller here; and

87. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

88. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for

89. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller

90. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is

91. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a

92. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be

93. forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

PURCHASE AGREEMENT

94. Page 3 Date 08/08/2017

95. Property located at 2382 Diane Lane Grand Rapids MN 55744

96. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement canceled
97. if the reason this Purchase Agreement does not close was due to:
98. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
99. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
100. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except as
101. specified in the contingency for sale and closing of Buyer's property.

102. If the Written Statement is not provided by the date specified on line 76, Seller may, at Seller's option, declare this
103. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,
104. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,
105. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
106. directing all earnest money paid here to be refunded to Buyer.

107. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
108. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
109. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
110. money paid here to be refunded to Buyer.

111. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:
112. *(Check one.)*

113. **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE OF THIS PURCHASE AGREEMENT; OR**

114. **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

115. **LENDER COMMITMENT WORK ORDERS:** Nothing in this Purchase Agreement shall be construed as a warranty
116. that Seller shall make repairs required by the lender commitment. However, Seller agrees to pay up to

117. \$ _____ to make repairs as required by the lender commitment. If the lender commitment
118. is subject to any work orders for which the cost of making said repairs shall exceed this amount, Seller shall have the
119. following options:

- 120. (a) making the necessary repairs; or
- 121. (b) negotiating the cost of making said repairs with Buyer; or
- 122. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
123. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
124. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
125. amounts related thereto above the amount specified on line 117 of this Purchase Agreement.

126. **SELLER** **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).
-----*(Check one.)*-----

127. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions
128. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur
129. any penalty for forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance
130. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the
131. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the

132. appraised value of the Property as not less than \$ 169,900.00 .
(sale price)

133. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard
134. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage
135. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/
136. herself that the price and condition of the Property are acceptable."

137. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

138. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ 0.00 .

139. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

PURCHASE AGREEMENT

140. Page 4 Date 08/08/2017

141. Property located at 2382 Diane Lane Grand Rapids MN 55744

142. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee must be paid
143. at the closing of this transaction as follows:

144. N/A paid by Buyer **AT CLOSING** **ADDED TO MORTGAGE AMOUNT**
(Check one.)

145. N/A paid by Seller

146. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

147. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,
148. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest
149. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase
150. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The
151. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without
152. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

153. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**
154. **annual installments of special assessments certified to yearly taxes.**

155. **OTHER MORTGAGE FINANCING ITEMS:** _____

156. _____

SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:

158. Seller **IS** **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)

159. \$ _____

160. _____ percent (%) of the sale price

161. _____ percent (%) of the mortgage amount

162. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,
163. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any
164. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's
165. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained
166. by Seller.

167. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**
168. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

INSPECTIONS:

170. Buyer has been made aware of the availability of Property inspections. Buyer **Elects** **Declines** to have a Property
171. inspection performed at Buyer's expense. (Check one.)

172. This Purchase Agreement **IS** **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to

(Check one.)

173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase
174. Agreement. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall**
175. **satisfy Buyer as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement,
176. "intrusive testing" shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original
177. condition or otherwise damages the Property.

178. Seller **DOES** **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).
(Check one.)

179. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's
180. intrusive testing at Buyer's sole expense.

181. Seller will provide access to attic(s) and crawlspace(s).

PURCHASE AGREEMENT

182. Page 5 Date 08/08/2017

183. Property located at 2382 Diane Lane Grand Rapids MN 55744

184. All inspection(s), test(s), and resulting negotiations, if any, shall be done within _____ Calendar Days of Final
185. Acceptance Date of this Purchase Agreement ("Inspection Period"). Buyer may cancel this Purchase Agreement based
186. on the inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of
187. Buyer's intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement,
188. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
189. directing all earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before
190. the end of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase
191. Agreement shall be in full force and effect.

192. Seller, or licensee representing or assisting Seller, **SHALL** **SHALL NOT** have the right to continue to offer
193. the Property for sale until this Inspection Contingency is removed. (Check one.)

194. **OTHER INSPECTION ITEMS:** _____
195. _____
196. _____
197. _____

SALE OF BUYER'S PROPERTY:

198. (Check one.)
199. 1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*
200. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)
201. **OR**
202. 2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at
203. _____, which is scheduled to close on
204. _____, 20 _____ pursuant to a fully executed purchase agreement. If Buyer's
205. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement
206. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said
207. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph
208. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase
209. Agreement, if applicable.
210. **OR**
211. 3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale
212. and closing on any other property.
213.

REAL ESTATE TAXES/SPECIAL ASSESSMENTS:

214. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
215. including all penalties and interest.
216. Buyer shall pay **PRORATED FROM DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate taxes due
217. and payable in the year of closing. (Check one.)
218. Seller shall pay **PRORATED TO DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate taxes due and
219. payable in the year of closing. (Check one.)
220. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller **SHALL** **SHALL NOT**
221. pay the difference between the homestead and non-homestead. (Check one.)
222. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
223. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.
224.

PURCHASE AGREEMENT

225. Page 6 Date 08/08/2017

226. Property located at 2382 Diane Lane Grand Rapids MN 55744

227 DEFERRED TAXES/SPECIAL ASSESSMENTS:

228. [] BUYER SHALL PAY [X] SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

230. [] BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING [X] SELLER SHALL PAY ON DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year of closing.

233. [] BUYER SHALL ASSUME [X] SELLER SHALL PAY on date of closing all other special assessments levied as of the date of this Purchase Agreement.

235. [] BUYER SHALL ASSUME [X] SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)

239. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

241. As of the date of this Purchase Agreement, Seller represents that Seller [] HAS [X] HAS NOT received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

242. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

251. ADDITIONAL PROVISIONS:

252. PREVIOUSLY WRITTEN PURCHASE AGREEMENT: This Purchase Agreement [] IS [X] IS NOT subject to cancellation of a previously written purchase agreement dated _____, 20____.

253. cancellation of a previously written purchase agreement dated _____, 20____.

254. (If answer is IS, said cancellation shall be obtained no later than _____, 20____.

255. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)

258. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

259. [X] Warranty Deed, [] Personal Representative's Deed, [] Contract for Deed, [] Trustee's Deed, or

260. [] Other: _____ Deed joined in by spouse, if any, conveying marketable title, subject to

261. (a) building and zoning laws, ordinances, and state and federal regulations;

262. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

263. (c) reservation of any mineral rights by the State of Minnesota;

264. (d) utility and drainage easements which do not interfere with existing improvements;

265. (e) rights of tenants as follows (unless specified, not subject to tenancies): _____

266. _____; and

267. (f) others (must be specified in writing): _____

268. _____

PURCHASE AGREEMENT

269. Page 7 Date 08/08/2017

270. Property located at 2382 Diane Lane Grand Rapids MN 55744

271. POSSESSION: Seller shall deliver possession of the Property: (Check one.)

272. [] IMMEDIATELY AFTER CLOSING; or

273. [X] OTHER: See attached Rent Back Agreement Exhibit A

274. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
275. by possession date.

276. LINKED DEVICES: Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service
277. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")
278. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase
279. Agreement.

280. PRORATIONS: All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and
281. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
282. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

283. TITLE AND EXAMINATION: As quickly as reasonably possible after Final Acceptance Date of this Purchase Agreement:

284. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if
285. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
286. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
287. assisting Seller, upon cancellation of this Purchase Agreement; and

288. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including
289. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's
290. title opinion at Buyer's selection and cost and provide a copy to Seller.

291. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs
292. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the
293. following:

294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty
295. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In
296. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing
297. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to
298. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is
299. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
300. Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be
301. refunded to Buyer.

302. SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land
303. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
304. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording as
305. of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary lines
306. of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

307. MECHANIC'S LIENS: Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
308. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
309. construction, alteration, or repair of any structure on, or improvement to, the Property.

310. NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
313. such notices received by Seller shall be provided to Buyer immediately.

314. DIMENSIONS: Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
315. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
316. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

317. ACCESS AGREEMENT: Seller agrees to allow reasonable access to the Property for performance of any surveys or
318. inspections agreed to here.

PURCHASE AGREEMENT

319. Page 8 Date 08/08/2017

320. Property located at 2382 Diane Lane Grand Rapids MN 55744

321. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

327. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

328. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified) following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified) ending at 11:59 P.M. on the last day.

331. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless stated elsewhere by the parties in writing.

333. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.

334. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money from the Earnest Money Holder's trust account:

- 336. (a) at or upon the successful closing of the Property;
- 337. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase Agreement* executed by both Buyer and Seller;
- 339. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 340. (d) upon receipt of a court order.

341. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.

344. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN Statute 559.217, Subd. 4.

350. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

353. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

358. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS PURCHASE AGREEMENT.**

361. BUYER HAS RECEIVED A: (Check any that apply.) DISCLOSURE STATEMENT: SELLER'S PROPERTY DISCLOSURE STATEMENT OR A DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.

363. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.

366. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

367. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY AND ITS CONTENTS.**

PURCHASE AGREEMENT

369. Page 9 Date 08/08/2017

370. Property located at 2382 Diane Lane Grand Rapids MN 55744

371. (Check appropriate boxes.)
372. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
373. CITY SEWER YES NO / CITY WATER YES NO
374. SUBSURFACE SEWAGE TREATMENT SYSTEM
375. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR
376. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure
377. Statement: Subsurface Sewage Treatment System.)
378. PRIVATE WELL
379. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.
380. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)
381. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
382. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.
383. (If answer is IS, see attached Addendum.)
384. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS
385. RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE
386. TREATMENT SYSTEM.

387. HOME PROTECTION/WARRANTY PLAN: Buyer and Seller are advised to investigate the various home protection/
388. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,
389. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. (Check one.)
390. A Home Protection/Warranty Plan will be obtained by BUYER SELLER and paid for by
391. BUYER SELLER to be issued by
392. at a cost not to exceed \$
393. No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect
394. to purchase a Home Protection/Warranty Plan.

395. AGENCY NOTICE
396. Daniel H Wilson is Seller's Agent Buyer's Agent Dual Agent Facilitator.
397. Wilson Development Services, LLC
398.
399.
400. THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.

PURCHASE AGREEMENT

401. Page 10 Date 08/08/2017

402. Property located at 2382 Diane Lane Grand Rapids MN 55744

403. **DUAL AGENCY REPRESENTATION**

404. PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:

405. Dual Agency representation DOES NOT apply in this transaction. Do not complete lines 406-422.

406. Dual Agency representation DOES apply in this transaction. Complete the disclosure in lines 407-422.

407. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a
 408. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because
 409. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for
 410. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).
 411. Seller(s) and Buyer(s) acknowledge that
 412. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will
 413. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
 414. information will be shared;
 415. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
 416. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
 417. the sale.

418. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker
 419. and its salesperson to act as dual agents in this transaction.

420. Seller _____ Buyer _____

421. Seller _____ Buyer _____

422. Date _____ Date _____

423. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
 424. cash outlay at closing or reduce the proceeds from the sale.

425. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives
 426. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved in
 427. the transaction at the time these documents are provided to Buyer and Seller.

428. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
 429. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
 430. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
 431. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

432. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
 433. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
 434. the closing and delivery of the deed.

435. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
 436. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
 437. identification numbers or Social Security numbers.

438. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
 439. withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA
 440. compliance, as the respective licensee's representing or assisting either party will be unable to assure either
 441. party whether the transaction is exempt from FIRPTA withholding requirements.

442. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall
 443. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
 444. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
 445. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and
 446. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
 447. Agreement.

PURCHASE AGREEMENT

448. Page 11 Date 08/08/2017

449. Property located at 2382 Diane Lane Grand Rapids MN 55744

450. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
451. transaction constitute valid, binding signatures.

452. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy
453. must be delivered.

454. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
455. for deed.

456. **OTHER:**
457. -This purchase agreement is subject to the GRPUC Commission and City
458. council approval at their regularly scheduled meetings.
459. -Seller and Buyer are responsible for their own real estate brokerage
460. fees, if any.
461. -Buyer agrees to pay all closing costs typically charged to a Seller in
462. this transaction, except title issue charges for clear title.

461.
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471. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

472. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 473. Addendum to Purchase Agreement
- 474. Addendum to Purchase Agreement: Assumption Financing
- 475. Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 476. Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 477. Addendum to Purchase Agreement: Contract for Deed Financing
- 478. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 479. Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 480. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 481. Addendum to Purchase Agreement: Short Sale Contingency
- 482. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency
- 483. Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

PURCHASE AGREEMENT

484. Page 12 Date 08/08/2017

485. Property located at 2382 Diane Lane Grand Rapids MN 55744

486. I, the owner of the Property, accept this Purchase
487. Agreement and authorize the listing broker to withdraw
488. said Property from the market, unless instructed
489. otherwise in writing.
490. **I have reviewed all pages of this Purchase Agreement.**

I agree to purchase the Property for the price and on
the terms and conditions set forth above.
**I have reviewed all pages of this Purchase
Agreement.**

491. If checked, this Purchase Agreement is subject to
492. attached **Addendum to Purchase Agreement:**
493. **Counteroffer.**

494. **FIRPTA:** Seller represents and warrants, under penalty
495. of perjury, that Seller IS **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----
496. non-resident alien individual, foreign corporation, foreign
497. partnership, foreign trust, or foreign estate for purposes of
498. income taxation. (*See lines 428-441.*) This representation
499. and warranty shall survive the closing of the transaction
500. and the delivery of the deed.

501. X David D. Carpenter 8-17-17 X _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

502. X David D. Carpenter X Dale Adams, City Mayor
(Seller's Printed Name) (Buyer's Printed Name)

503. X _____ married X _____ N/A
(Marital Status) (Marital Status)

504. X Julie R. Carpenter 8-17-17 X _____
(Seller's Signature) (Date) (Buyer's Signature) (Date)

505. X Julie Carpenter X Tom Pagel, City Administrator
(Seller's Printed Name) (Buyer's Printed Name)

506. X _____ married X _____ N/A
(Marital Status) (Marital Status)

507. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
508. is the date on which the fully executed Purchase Agreement is delivered.

509. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
510. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

511. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE **DISCLOSURE**
512. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**
513. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE AGREEMENT.**

514. SELLER(S) NA BUYER(S) NA
David D. Carpenter Dale Adams, City Mayor

515. SELLER(S) NA BUYER(S) NA
Julie Carpenter Tom Pagel, City Administrator

ADDENDUM TO PURCHASE AGREEMENT

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1. Date 08/08/2017
2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 8th, 2017, pertaining to the
4. purchase and sale of the property at 2382 Diane Lane
5. Grand Rapids MN 55744

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language
7. in this Addendum shall govern.

8. This purchase agreement sale price of \$169,900, does not include the
9. relocation benefits also agreed upon as follows:

10. \$5,000 -Incidental Closing costs (Replacement site)

11. \$4,850 -Self Move

12. Total over and above purchase price=\$9,850.00, due at closing.

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- 30.

31. David D. Carpenter 8/7/17 (Date) (Buyer) Dale Adams, City Mayor (Date)

32. Julie R. Carpenter 8/7/17 (Date) (Buyer) Tom Pagel, City Administrator (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**ADDENDUM TO PURCHASE AGREEMENT:
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS**

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1. Date 08/08/2017

2. Page 1

3. Addendum to Purchase Agreement between parties, dated August 8th, 20 17,
4. pertaining to the purchase and sale of the property at 2382 Diane Lane
5. Grand Rapids MN 55744

6. Section I: Lead Warning Statement

7. *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified*
8. *that such property may present exposure to lead from lead-based paint that may place young children at risk of*
9. *developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including*
10. *learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also*
11. *poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide*
12. *the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's*
13. *possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible*
14. *lead-based paint hazards is recommended prior to purchase.*

15. Seller's Disclosure (Initial.)

16. _____ (a) Presence of lead-based paint and/or lead-based paint hazards.

17. _____ (Check one below.)

18. Known lead-based paint and/or lead-based paint hazards are present in the housing

19. _____ (Explain.):

20. _____

21. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22. _____ (b) Records and reports available to the seller.

23. _____ (Check one below.)

24. Seller has provided Buyer with all available records and reports pertaining to lead-based paint
25. and/or lead-based paint hazards in the housing (List documents below):

26. _____

27. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
28. in the housing.

29. Buyer's Acknowledgment (Initial.)

30. _____ (c) Buyer has received copies of all information listed under (b) above.

31. _____ (d) Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.

32. _____ (e) Buyer has (Check one below.):

33. Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment
34. or inspection for the presence of lead-based paint and/or lead-based paint hazards (If checked,
35. see Section II on page 2.); or

36. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-
37. based paint and/or lead-based paint hazards.

**ADDENDUM TO PURCHASE AGREEMENT:
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED
PAINT HAZARDS**

38. Page 2

39. Property located at 2382 Diane Lane Grand Rapids MN 55744

40. **Real Estate Licensee's Acknowledgment (Initial.)**

41. _____ (f) Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware
42. of licensee's responsibility to ensure compliance.

43. **Certification of Accuracy**

44. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
45. provided by the signatory is true and accurate.

46. David Carpenter 8-17-17 _____
(Seller) David D. Carpenter (Date) (Buyer) Dale Adams, City Mayor (Date)

47. Julie Carpenter 8-17-17 _____
(Seller) Julie Carpenter (Date) (Buyer) Tom Pagel, Administrator (Date)

48. _____
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

49. **Section II: Contingency (Initial only if first box under (e) is checked in Buyer's Acknowledgment above.)**

50. This contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-
51. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection
52. shall be completed within ten (10) _____ calendar days after Final Acceptance of the Purchase Agreement.
_____ (Check one.) _____

53. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect, unless Buyer or
54. real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee representing or assisting
55. Seller, within three (3) calendar days after the assessment or inspection is timely completed, a written list of the specific
56. deficiencies and the corrections required, together with a copy of any risk assessment or inspection report. If Seller
57. and Buyer have not agreed in writing within three (3) calendar days after delivery of the written list of required corrections
58. that: (A) some or all of the required corrections will be made; or (B) Buyer waives the deficiencies; or (C) an adjustment to
59. the purchase price will be made; this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a
60. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be
61. refunded to Buyer. It is understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency,
62. providing that Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee
63. representing or assisting Seller of the waiver or removal, in writing, within the time specified.

TLX:SALE-2 (8/17)

DISCLOSURE STATEMENT: WELL

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- 1. Date 08/08/2017
- 2. Page 1 of 3 pages: THE REQUIRED MAP
- 3. IS ATTACHED HERE AND MADE A PART OF THIS
- 4. DISCLOSURE

5. Minnesota Statute 103I.235 requires that, before signing an agreement to sell or transfer real property, Seller must disclose information in writing to Buyer about the status and location of all known wells on the property. This requirement is satisfied by delivering to Buyer either a statement by Seller that Seller does not know of any wells on the property, or a disclosure statement indicating the legal description and county, and a map showing the location of each well. In the disclosure statement Seller must indicate, for each well, whether the well is in use, not in use or sealed.

10. Unless Buyer and Seller agree to the contrary in writing, before the closing of the sale, a Seller who fails to disclose the existence or known status of a well at the time of sale, and knew or had reason to know of the existence or known status of the well, is liable to Buyer for costs relating to sealing of the well and reasonable attorneys' fees for collection of costs from Seller, if the action is commenced within six years after the date Buyer closed the purchase of the real property where the well is located.

15. Legal requirements exist relating to various aspects of location and status of wells. Buyer is advised to contact the local unit(s) of government, state agency, or qualified professional which regulates wells for further information about these issues. For additional information on wells, please visit the Minnesota Department of Health's website at www.health.state.mn.us.

19. Instructions for completion of this form are on page three (3).

20. **PROPERTY DESCRIPTION:** Street Address: 2382 Diane Lane
 21. Grand Rapids 55744 Itasca
 (City) (Zip) (County)

22. **LEGAL DESCRIPTION:**
 23. **REv. Disc. 2 of NW NE, S 34, T 55N, R 25 W (tax Parcel 91-034-1204)**
 24. **Legal to Govern**

25. **WELL DISCLOSURE STATEMENT: (Check appropriate boxes.)**

26. Seller certifies that the following wells are located on the above-described real property.

	MN Unique Well No.	Well Depth	Year of Const.	Well Type	IN USE	NOT IN USE	SHARED	SEALED
27.								
28.								
29.	Well 1				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Well 2				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Well 3				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

32. Is this property served by a well not located on the property? Yes No

33. If "Yes," please explain: _____
 34. _____

35. **NOTE: See definition of terms "IN USE," "NOT IN USE," and "SEALED" on lines 102-113. If a well is not in use, it must be sealed by a licensed well contractor or a well owner must obtain a maintenance permit from the Minnesota Department of Health and pay an annual maintenance fee. Maintenance permits are not transferable. If a well is operable and properly maintained, a maintenance permit is not required.**

39. If the well is, "Shared":

40. (1) How many properties or residences does the shared well serve? _____

41. (2) Who manages the shared well? _____

42. (3) Is there a maintenance agreement for the shared well? Yes No

43. If "Yes," what is the annual maintenance fee? \$ _____

DISCLOSURE STATEMENT: WELL

45. Property located at 2382 Diane Lane Grand Rapids MN 55744

46. OTHER WELL INFORMATION:

47. Date well water last tested for contaminants: _____ Test results attached? [] Yes [] No

48. Contaminated Well: Is there a well on the property containing contaminated water? [] Yes [] No

49. Comments: _____

50. _____

51. _____

52. _____

53. _____

54. _____

55. _____

56. SEALED WELL INFORMATION: For each well designated as sealed above, complete this section.

57. When was the well sealed? _____

58. Who sealed the well? _____

59. Was a Sealed Well Report filed with the Minnesota Department of Health? [] Yes [] No

60. MAP: Complete the attached Location Map showing the location of each well on the real property.

61. This disclosure is not a warranty of any kind by Seller(s) or any licensee(s) representing or assisting any part(ies) in this transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

63. SELLER'S STATEMENT: (To be signed at time of listing.)

64. Seller(s) hereby states that the facts as stated above are true and accurate and authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

71. Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed here (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing. To disclose new or changed facts, please use the Amendment to Disclosure Statement form.

75. [Signature] 8-17-17 (Seller) David D. Carpenter (Date) [Signature] 8-17-17 (Seller) Julie Carpenter (Date)

76. BUYER'S ACKNOWLEDGEMENT: (To be signed at time of purchase agreement.)

77. I/We, the Buyer(s) of the property, acknowledge receipt of this Disclosure Statement: Well and Location Map and agree that no representations regarding facts have been made other than those made above.

79. (Buyer) Dale Adams, City Mayor (Date) (Buyer) Tom Pagel, City Administrator (Date)

80. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HERE AND ARE
81. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

DISCLOSURE STATEMENT: WELL

81. Page 3

82. INSTRUCTIONS FOR COMPLETING THE WELL DISCLOSURE STATEMENT

83. **DEFINITION:** A "well" means an excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise
84. constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater.

85. **MINNESOTA UNIQUE WELL NUMBER:** All new wells constructed AFTER January 1, 1975, should have been
86. assigned a Minnesota unique well number by the person constructing the well. If the well was constructed after this
87. date, you should have the unique well number in your property records. If you are unable to locate your unique well
88. number and the well was constructed AFTER January 1, 1975, contact your well contractor. If no unique well number
89. is available, please indicate the depth and year of construction for each well.

90. **WELL TYPE:** Use one of the following terms to describe the well type.

91. **WATER WELL:** A water well is any type of well used to extract groundwater for private or public use. Examples
92. of water wells are: domestic wells, drive-point wells, dug wells, remedial wells, and municipal wells.

93. **IRRIGATION WELL:** An irrigation well is a well used to irrigate agricultural lands. These are typically
94. large-diameter wells connected to a large pressure distribution system.

95. **MONITORING WELL:** A monitoring well is a well used to monitor groundwater contamination. The well is
96. typically used to access groundwater for the extraction of samples.

97. **DEWATERING WELL:** A dewatering well is a well used to lower groundwater levels to allow for construction
98. or use of underground spaces.

99. **INDUSTRIAL/COMMERCIAL WELL:** An industrial/commercial well is a nonpotable well used to extract
100. groundwater for any nonpotable use, including groundwater thermal exchange wells (heat pumps and heat
101. loops).

102. **WELL USE STATUS:** Indicate the use status of each well. CHECK ONLY ONE (1) BOX PER WELL.

103. **IN USE:** A well is "in use" if the well is operated on a daily, regular, or seasonal basis. A well in use includes
104. a well that operates for the purpose of irrigation, fire protection, or emergency pumping.

105. **NOT IN USE:** A well is "not in use" if the well does not meet the definition of "in use" above and has not been
106. sealed by a licensed well contractor.

107. **SEALED:** A well is "sealed" if a licensed contractor has completely filled a well by pumping grout material
108. throughout the entire bore hole after removal of any obstructions from the well. A well is "capped" if it has
109. a metal or plastic cap or cover which is threaded, bolted or welded into the top of the well to prevent entry
110. into the well. A "capped" well is not a "sealed" well.

111. If the well has been sealed by someone other than a licensed well contractor or a licensed well sealing
112. contractor, check the well status as "not in use."

113. If you have any questions, please contact the Minnesota Department of Health, Well Management Section,
114. at (651) 201-4587 (metropolitan Minneapolis–St. Paul) or 1-800-383-9808 (greater Minnesota).

MN-DS:W-3 (8/17)

LOCATION MAP

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1. Page 1 of 1 pages

2. Please use the space below to sketch the real property being sold and, to Seller's knowledge, the approximate location of any of the following on the property.

4. SUBSURFACE SEWAGE TREATMENT SYSTEM WELL METHAMPHETAMINE PRODUCTION AREA
(Check all that apply.)

5. Include approximate distances from fixed reference points such as streets, buildings and landmarks.

6. Property located at 2382 Diane Lane

7. Grand Rapids, MN 55744



8. ATTACH ADDITIONAL SHEETS AS NEEDED.

9. Seller and Buyer initial: D.C. 8-17-17 _____
(Seller) (Date) (Buyer) (Date)

10. JRC 8-17-17 _____
(Seller) (Date) (Buyer) (Date)

11. ORIGINAL COPY TO LISTING BROKER; COPIES TO SELLER, BUYER, SELLING BROKER
MN-IM (8/09)

**“Exhibit A”
to Purchase Agreement
Rent Back Agreement**

Date: August 8, 2017

This Rent Back Agreement is entered into in connection with the Purchase Agreement between David D. Carpenter and Julie Carpenter (“Seller”), and the City of Grand Rapids, MN, a Minnesota municipal corporation, (“Buyer”), dated August 8, 2017, for the sale and purchase of the property at 2382 Diane Lane, Grand Rapids, MN 55744 (the “Property”).

The Buyer and Seller agree as follows:

NATURE AND PURPOSE: This Rent Back Agreement gives Seller the right to remain in and occupy the Property for a limited time after closing on the purchase of the Property. This Rent Back Agreement remains in effect after the closing.

DATE OF POSSESSION: Seller agrees to completely vacate and deliver exclusive physical possession of the Property to Buyer on or before 60 days after the closing date (“Date of Possession”).

SECURITY AND DAMAGE DEPOSIT: On Date of Closing (which shall be the date in which closing occurs under the Purchase Agreement), Seller will deposit Zero dollars (\$0.00) with Buyer in certified funds, as a security and damage deposit. The deposit will earn statutory interest at the rate prescribed in Minn. Stat. Section 504.20 subd. 2. The Buyer will refund the deposit, plus interest, to Seller, or after Seller moves out of the Property and gives possession to Buyer. Buyer may keep amounts necessary to cover unpaid rent or to cover the cost of repairing damage to the Property (including personal property and appliances) caused by Seller. If the Buyer keeps all or a part of the deposit, Buyer will provide a written statement within 21 days stating the reason for withholding.

MONTHLY RENT: Seller will pay Buyer \$0.00 per month beginning on the Date of Closing and continuing through the above Date of Possession. If Seller remains in the Property after the above Date of Possession, Seller will pay additional monthly charges to Buyer in advance.

UTILITIES: Seller will continue all utility services in Seller’s name and will continue to pay all bills for utility service during the period of the Seller’s possession, as they become due.

INSURANCE: Seller will maintain homeowner’s insurance coverage, at their sole cost, for the Property through the date that the Seller vacates the Property with limits of at least \$1,000,000 per occurrence and in the aggregate. Seller shall name the Buyer as the beneficiary in the homeowner’s insurance policy. Seller shall obtain and maintain their own liability insurance coverage and personal property insurance coverage during Seller’s tenancy of the Property. Buyer reserves the right to review and approve any proposed homeowner’s insurance policy for perils to real property and liability coverage for Seller prior to closing. Seller shall provide to Buyer on the Date of Closing a homeowner’s insurance policy, and a certificate of insurance naming the Buyer as the beneficiary during the tenancy at will. Seller agrees that she shall be responsible and liable for her personal property.

MAINTENANCE: Seller will be responsible for all repairs and normal maintenance of the Property and personal property covered by the Purchase Agreement from and after the Date of Closing. Seller will keep the Property in reasonable repair and order.

USE OF PROPERTY: Seller will occupy the Property as permitted herein as Seller's personal residence and will not make any changes to the Property other than as authorized in the Purchase Agreement. Seller will not assign nor sublease the Property under this Agreement.

HOLD HARMLESS: Buyer shall not be liable for injury or death to any person or damage to property of Seller or of others located in or about the Property, nor for the loss of or damage to any property of Seller or of others by theft, casualty, loss or otherwise, and Seller hereby waives all such claims against Buyer and will hold Buyer exempt and harmless for or on account of such damage, injury or death. Seller shall also indemnify Buyer and its agents against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions of any kind and nature, including reasonable attorneys' fees, for injury or death to persons or damage to property or property rights in connection with this Rent Back Agreement or Seller's the use and occupation of the Property. The provisions of this Section shall survive the expiration or early termination of the Purchase Agreement and/or this Rent Back Agreement.

DESTRUCTION OF RESIDENCE: In the event that the Residence on the Property is destroyed or otherwise becomes uninhabitable for any reason, this agreement becomes null and void immediately and Buyer has no further responsibility to the Seller. In the event of habitable repair(s) to the Property during the tenancy, Seller may elect to be responsible for such habitable repair(s) at Sellers' cost to continue the tenancy or Seller may elect to terminate the tenancy and vacate the premises immediately. In the event that the Seller elects not to be responsible for such habitable repair(s) to continue the tenancy or that damages to the Property results in it not being habitable, Seller agrees that the tenancy shall terminate immediately and that Seller shall vacate the Property immediately. In any event, Buyer shall not incur any obligation to complete any repairs of any kind to the Property during the tenancy.

"AS IS": The Buyer makes no warranties or statements with regard to the condition of the Property nor to its suitability for occupancy by the Seller. The Seller rents the Property "as is", with all faults. In the event the Property is not suitable during the tenancy for occupancy by Seller, Seller agrees that the tenancy shall terminate in accordance with preceding section. If Seller vacates the Property in accordance with the preceding section, they acknowledge it is without any rights and/or any claim, including but not limited to, repair, damages, or costs for the early vacation of the Property.

QUIET ENJOYMENT: Buyer promises that upon Seller's performance of Seller's obligation herein, Seller will peacefully and quietly have, hold and enjoy the Property according to this Agreement.

TERMINATION: If Seller fails to leave the Property and give possession to Buyer on the Date of Possession specified above, Buyer will provide Seller with seven days advance written notice to leave the Property. Notice is considered given on the date mailed to the Seller at the above address. Seller will leave the Property in the same condition as it was at the time of closing. If Seller fails to leave the Property, Buyer is authorized to take any action permitted by law to take possession of the Property. Buyer will be entitled to recover damages from Seller for Buyer's loss of use in the amount of \$100.00 per day beginning with the Date of Possession specified above, in addition to all charges and reimbursements stated in this Agreement, and all reasonable costs which result from obtaining possession of the Property and enforcing the terms of the Agreement, including reasonable attorney's fees.

Accepted and Agreed to:

David D. Carpenter 8-17-17 _____
David D. Carpenter (Date) Dale Adams, City Mayor (Date)

Julie R. Carpenter 8-17-17 _____
Julie Carpenter (Date) Tom Pagel, City Administrator (Date)



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0641 **Version:** 1 **Name:** Boards & Commissions
Type: Minutes **Status:** Approved
File created: 8/31/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Acknowledge minutes for Boards & Commissions
Sponsors:
Indexes:
Code sections:
Attachments: [July 18, 2017 Golf Board minutes.pdf](#)
[May 2, 2017 Arts & Culture minutes.pdf](#)
[May 16, 2017 Arts and Culture minutes.pdf](#)
[July 18, 2017 Arts & Culture Worksession.pdf](#)
[August 1, 2017 Arts & Culture minutes.pdf](#)
[July 19, 2017 HRA Minutes.pdf](#)
[June 28, 2017 Human Rights minutes.pdf](#)

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

Background Information:

Approved minutes for City Boards & Commissions are attached for your review.

Staff Recommendation:

Review and acknowledge minutes.

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
July 18, 2017
7:00 AM

Present: Larry O'Brien, Pat Pollard, Kelly Kirwin, Todd Roth, Brad Gallop

Absent: None

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Todd Roth made a motion to accept the minutes of the June 20, 2017 Board meeting. Brad Gallop seconded the motion. The motion passed.
- III. Consideration of monthly bills: Brad Gallop made a motion to approve the bill list. Todd Roth seconded the motion. The motion passed.

AMERIPRIDE LINEN & APPAREL	73.91
BLOOMERS GARDEN CENTER	228.81
BLUE CROSS & BLUE SHIELD OF MN	2,191.50
BUNES SEPTIC SERVICE INC	815.00
BURGGRAF'S ACE HARDWARE INC	964.84
CITY OF COHASSET	84.68
COLE HARDWARE INC	52.33
DAVIS OIL	1,378.59
DELTA DENTAL OF MINNESOTA	123.55
CITY OF GRAND RAPIDS	1,584.00
GRAND RAPIDS CITY PAYROLL	30,955.26
GRAND RAPIDS STATE BANK	2,194.51
GROOMS YARD SERVICES	400.00
MIDWEST GOLF CARS INC	900.00
MINNESOTA REVENUE	5,120.92
MINNESOTA TORO	209.20
NEXTERA COMMUNICATIONS LLC	3.93
P.U.C.	2,211.75
NORTHERN MN WATER COND DBA	73.40
RAPIDS PLUMBING & HEATING INC	210.00
STEVE ROSS DBA ROSS GOLF	4,269.89
STOKES PRINTING & OFFICE	66.00
TCF EQUIPMENT FINANCE	31,029.03
TDS Metrocom	206.56
THE TESSMAN COMPANY	358.90
TWINCITIESGOLF.COM	300.00
UNUM LIFE INSURANCE CO OF AMER	4.10
WASTE MANAGEMENT	274.39
TOTAL ALL VENDORS:	86,285.05

IV. Visitors: None

- V. Grounds Superintendent: Steve Ross reported. The bunker on #7 is almost complete. 5 loads of sand and rock was taken out and replaced with 5 loads of sand over the new liner. After some

natural compaction, additional sand will be added. The greens have been sprayed for fungus and the fairways are being fertilized. The new equipment is in and working perfectly.

- VI. Concessions: No report
- VII. Director of Golf: Bob Cahill reported. Budget issues were discussed. Season pass revenue is down but green fees and multi play passes are up. A new twilight rate will be started and will begin at 2:00 PM rather than 6:00 PM. Some issues with cart abuse and slow play were discussed and Bob will work with the starters and rangers to try to resolve some of these issues.
- VIII. Old Business: None
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: Brad Gallop made a motion to adjourn the meeting. Kelly Kirwin seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B – GRAND RAPIDS CITY HALL
REGULAR MEETING, WEDNESDAY, MAY 2, 2017 – 3:45 PM**

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Wednesday, May 2, 2017, at 3:45 pm

CALL OF ROLL: On a Call of Roll, the following members were present: Sonja Merrild, John Connelly, David Marty, Lois Bendix, David Dobbs, Kathy Dodge, and Myrna Peterson

Absent: Karen Walker and Harry Smith

Staff Present: Amy Dettmer and Michele Palkki

Commissioner Merrild called the meeting to order at 3:45 pm.

Setting the Agenda Additions: Street Banners - Dodge
Update MN Arts Advocacy Day - Dodge
Update MN Orchestra Visit – Dodge
Big Chair - Dodge

MOTION BY COMMISSIONER MARTY, SECOND BY COMMISSIONER PETERSON TO ADD ABOVE ITEMS TO THE AGENDA FOR DISCUSSION. Motion passed by unanimous vote.

Correspondence: Nothing to add

MINUTES – Includes the following:

The minutes of the March 7, 2017 Regular Meeting – Change to read Great Engraving
The minutes of the April 4, 2017 Work Session – No Change
The minutes of the April 4, 2017 Public Meeting #2 – No Change
The minutes of the April 5, 2017 Stake Holder Workshop – No Change

APPROVAL OF MINUTES: Regular Meeting held on March 7, 2017 with correction; Work Session held on April 4, 2017, Public Meeting held on April 4, 2017 and Stake Holder Workshop held on April 5, 2017.

MOTION BY COMMISSIONER MARTY, SECOND BY COMMISSIONER PETERSON TO APPROVE THE MINUTES LISTED ABOVE AS PRESENTED. Motion passed by unanimous vote.

ARTIST IN RESIDENCE

The following are recommended for the Artist Loft on behalf of Grand Rapids Arts.

Brittany Benson – May 15 through August 15, 2017	Illustration and Fine Arts
Sarah Verke – February 15 through May 15, 2018	Sketching and Embroidered Design
Chelsey Johnson – May 15 through August 15, 2017	Visual Art of Mixed Mediums/Designs

MOTION BY COMMISSIONER DODGE, SECOND BY COMMISSIONER MARTY TO APPROVE THE ARTIST IN RESIDENCE AS LISTED ABOVE. Motion passed by unanimous vote.

FINANCIALS: Nothing to report at this time.

RIVER VENUE UPDATE

A discussion was held regarding the time-line for the LHB Report. The Final Draft is supposed to be at the City on Friday, May 5, 2017. The report will be distributed to the Commission for their review.

The time-line is as follows:

Friday, May 5, 2017	LHB Report to the City of Grand Rapids
Friday, May 19, 2017	Review and public notice and comment period
Friday, June 2, 2017	Final report to the City Council for their approval

It was the over-all agreement that the Commission wanted to sit down to discuss the final draft from LHB prior to going on to the City Council for their approval and set up a Special Meeting on Tuesday, May 16, 2017.

MOTION BY COMMISSIONER MARTY, SECOND BY COMMISSIONER DOBBS TO SET A SPECIAL ARTS AND CULTURE COMMISSION MEETING FOR TUESDAY, MAY 16, 2017 AT 4:00 PM FOR THE PURPOSE OF REVIEWING THE LHB RIVER VENUE STUDY. Motion passed by unanimous vote.

PROGRESS REPORTS

Utility Boxes

Nothing to report at this time. Waiting to hear from Public Utilities for more direction.

Mayor's Arts Award

Commissioner Marty reported that the first Annual Mayor's Art Award was given to the Grand Rapids States Bank and was presented at the Annual Chamber of Commerce Dinner. Commissioner Merrild and Commissioner Marty spoke at the event and was well received. Steve Wilcox spoke on the importance of the arts and thanked the commission for the award.

OLD BUSINESS:

Public Art Plan Commissioner Bendix reported that this is currently under revision.

NEW BUSINESS

Minnesota Arts Advocacy Day – Impact Study

Commissioner Dodge reported that there is another opportunity to do the arts and economic impact study for Grand Rapids. A discussion was held regarding the need to re-do the study so soon, it has only been 3 years. The Commission felt that this could be revisited in 2018.

Banner's Across Highway – First Friday

Commissioner Dodge reported that she had met with Jeff Davies, Public Works Director, regarding the condition of the banners for First Friday. Along with the City, Rick Harding helped pay for the three banners. The banners need to be replaced and Commissioner Dodge wanted to propose that we help replace them. Commissioner Dodge was directed to do some research to find out what it would cost to replace the three banners for First Friday.

Minnesota Orchestra

Commissioner Dodge reported that the Minnesota Orchestra would be in Grand Rapids May 18/19.

Thursday, May 18

1 pm Minnesota Diversified Industries-woodwind quintet (MDI) Cohasset (Free)

3 pm Central Square Mall- brass quintet (Free)

5 pm MacRostie Art Center- two string ensembles (Free)

Friday, May 19

12:30 pm Young People's Concert at the Reif Center (Free)

3–4 pm Listen to KAXE 91.7 Center stage Minnesota

7:30 pm Full Minnesota Orchestra at the Reif – Charge for this event

Big Chair

A conversation was held regarding the big chair at its current location, that is it a good idea for it to be at one of the busiest intersections. Ms. Dettmer reported that when the chair was at the Library it was on the grass and rotted and had some mold. If the chair was to be moved maybe, it can be placed on some blocks. Move the chair to the Library or Central School. After further discussion, it was noted that it should be in a high visible spot and if we move the chair what will go in its place. Commissioner Dodge will check with Mr. Davies regarding his thoughts.

There being no further business, the meeting adjourned at 4:55 pm

Respectfully submitted by Michele Palkki, Administrative Assistant

Michele Palkki



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

Outdoor Performance Venue Study

Grand Rapids Arts and Culture Commission

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B, GRAND RAPIDS MN 55744**

SPECIAL MEETING - TUESDAY, MAY 16, 2017 – 4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof the special meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday, May 16, 2017, at 4:00 pm

CALL OF ROLL: On a Call of Roll, the following members were present: John Connelly, Harry Smith, David Marty, Myrna Peterson, David Dobbs Kathy Dodge, Karen Walker and Sonja Merrild

Absent: Lois Bendix

Staff Present: Amy Dettmer, Michele Palkki

Commissioner Connelly called the meeting to order. The purpose of this meeting is to go over the River Venue Report and make any changes prior to presenting to the City Council.

Commissioner Merrild arrived at 4:12 pm

Commissioners were invited to give their ideas, changes and/o deletions so it can go back to LHB for the Final Feasibility Study to be completed.

City Administrator Pagel reported that he thought it was a very nice document but would like further insight on timing of implementation located on page 46. It is a pleasant surprise to not be rushed.

Commissioner Bendix was not in attendance but sent an email that she thought the draft looked good.

Commissioner Connelly thought there should be a stronger theme regarding children's space for activities or play area. Public art needs to be added. He felt there were a few to many showboat pictures and that this could be cleaned up a little.

Commissioner Dodge had a few editing items that will be sent to LHB with all the changes Ms. Dettmer is putting together.

The question was asked when the comment period is over. Comment period will be closed as of Wednesday, May 24, 2017 and is currently on the City Web site. There have been no comments sent at this time.

The Commission felt the study should be sent out to the stakeholders for their input. There are many aspects of the report that involves many groups and the Commission wanted to be sure they realize this is almost complete and would like their comments.

The stakeholders will receive an email from the City, along with the link, so they have for their review.

Commissioner Marty reported that the Reif Center supports the document; however, the roles and responsibilities will need to be looked at and adjusted.

The Commission did feel the report was very well done and that LHB listened to everyone, including public, stakeholders, city departments and the commission.

The design and layout are really nice.

Respectfully submitted by Michele Palkki, Administrative Assistant

Michele Palkki



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

Pedestrian Bridge Across Mississippi

Grand Rapids Arts and Culture Commission

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B, GRAND RAPIDS MN 55744**

SPECIAL WORK SESSION, TUESDAY, JULY 18, 2017 – 3:45 PM

The City of Grand Rapids and the Grand Rapids Arts and Culture Commission conducted a special work session meeting on July 18, 2017 at the Grand Rapids City Hall, Conference Room 2B. The purpose of this meeting is to discuss the Pedestrian Bridge across the Mississippi.

The following Commissioners were present: Sonja Merrild, Kathy Dodge, Harry Smith, David Dobbs, John Connelly, Myrna Peterson, Karen Walker and David Marty

Absent: Lois Bendix

Staff Present: Matt Wegwerth, Amy Dettmer and Michele Palkki

SEH: Sara Christenson, Jeff Johnson

Visitor: John Bauer (KAXE)

Commissioner Merrild opened the work session at 3:45 pm. The purpose of this work session is to discuss the Mississippi River Pedestrian Bridge designs and opinions.

Matt Wegwerth, City of Grand Rapids Engineer introduced himself, along with SEH representative Sara Christiansen and bridge designer Jeff Johnson who were present to speak with the Commission.

- **Briefing:** Jeff Johnson, bridge designer, spoke about the pedestrian bridge that will cross the Mississippi River just to the east of the Grand Rapids Public Library/KAXE. Mr. Johnson spoke about several options to what the bridge will look like. The City wanted to include the Arts and Culture Commission's comments and ideas for this project. The bridge is just in the design phase. There will be more updates coming. The time line is that the design will be completed this fall with construction to begin spring of 2018.

Mr. Johnson passed out materials that gave some ideas on options and elements we want the bridge to have. The bridge will span the main river channel with a pier on the overbank and will span about 300'

The bridge will be ADA accessible; and will allow a 12-foot wide deck for combined trail use. Several designs were looked at and it was the consensus of the group to have a steel low truss similar to the Spring Lake Park Reserve Trail in Hastings MN.

Some of the opinions of the Commission were as follows:

- ✓ Enhance the connection to the Mississippi River. This also came out of the public meetings that were conducted for the possibility of building an Outdoor River Venue at the KAXE site
- ✓ Keep as much open space – overlooks. Remembering that individuals in wheel chairs, small children be able to see the river
- ✓ Type of decking was discussed; using natural preserved wood, treated wood and/or concrete
- ✓ Lighting is very important and could be a special focal point (of interest) at night, plus it would be important for public safety
- ✓ Some sort of decorative on the sides of the bridge; relative to its In Minnesota's Nature Brand
- ✓ Consider saving an area, on either side, near the bridge for a piece of art, this could be on the trail before arriving at the bridge
- ✓ The approaches should look as natural as possible, grasses, green included, maybe wild flowers
- ✓ Consider bridge signage, maybe a river mile marker for paddlers
- ✓ The bridge would look nice if incorporating some artistic elements
- ✓ Connection to existing trails

The Commission very much appreciates the opportunity to give input and will be ready to do so again.

Work Session ended at 5:10 pm

Respectfully submitted by Michele Palkki, Administrative Assistant

Michele Palkki

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B – GRAND RAPIDS CITY HALL
REGULAR MEETING, TUESDAY, AUGUST 1, 2017 – 3:45 PM**

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday, August 1, 2017, at 3:45 pm

CALL OF ROLL: On a Call of Roll, the following members were present: Sonja Merrild, Kathy Dodge, Karen Walker, Harry Smith, David Marty, and Lois Bendix.

Arrived at 4:00 pm Myrna Peterson

Absent: David Dobbs, John Connelly

Staff Present: Amy Dettmer and Michele Palkki

Commissioner Merrild called the meeting to order at 3:50 pm.

Visitor: Carolyn Eck was present to let the Commission know there will be an Arts Showcase on October 21, 2017 at Itasca Community College. Everyone is welcome to participate in submitting their project at the Grand Rapids Area Library on October 6 between 2:00 pm and 5:00 pm. If you have questions you can contact Carolyn Eck 218-360-3288.

Myrna Peterson arrived

SETTING THE AGENDA Add Big Chair – Commissioner Dodge

MOTION BY COMMISSIONER MARTY, SECOND BY COMMISSIONER PETERSON TO ADD THE ABOVE ITEM TO THE AGENDA FOR DISCUSSION. Motion passed by unanimous vote.

CORRESPONDENCE IRRRB Plan.

IRRRB awards grants for Downtown and Business Corridor development. Commissioner Dodge reported she is interested in pursuing local funding sources for a 1:1 match for the grant. She would like to form a working group to help find local funding sources for a match. If applied for the grant would be written to hire an expert to help with an Art Placement plan, which is part of the Art Adoption Plan.

MOTION BY COMMISSIONER BENDIX, SECOND BY COMMISSIONER WALKER TO ALLOW COMMISSIONER DODGE PUT TOGETHER A WORKING GROUP TO PURSUE FINDING MATCHING FUNDING SOURCES FOR AN IRRRB GRANT. Passed by unanimous vote.

Grand Rapids Arts and Culture

August 1, 2017

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MINUTES – Includes the following:

Regular Meeting May 2, 2017

Special Meeting May 16, 2017

No June Meeting – No Quorum

Work Session – July 18, 2017

APPROVAL OF MINUTES: Regular Meeting held on May 2, 2017, Special Meeting May 16, 2017 and Work Session on July 18, 2017.

MOTION BY COMMISSIONER WALKER, SECOND BY COMMISSIONER PETERSON TO APPROVE THE MINUTES LISTED ABOVE AS PRESENTED. Motion passed by unanimous vote.

OUTDOOR PERFORMANCE VENUE FEASIBILITY STUDY

The final Outdoor Performance Venue Feasibility Study was presented to the City Council at a work session in June. Once adopted by the Arts and Culture Commission it will go to the City Council for their acceptance and adoption.

APPROVAL OF OUTDOOR PERFORMANCE VENUE FEASIBILITY STUDY: LHB has submitted the final study to the City of Grand Rapids.

MOTION BY COMMISSIONER DODGE, SECOND BY COMMISSIONER SMITH TO APPROVE THE OUTDOOR PERFORMANCE VENUE FEASIBILITY STUDY ABOVE AS PRESENTED. Motion passed by unanimous vote.

PROGRESS REPORTS

Utility Boxes – Commissioner Smith and Merrild are still waiting to hear back from Public Utilities Manager Julie Kennedy. Commissioner Smith will try and make contact with Julie to set up a time to meet and discuss this project.

Artist in Residence – Commissioner Bendix reported that there is one new artist, Patricia Ferrell, and extending Mary Corwin for another 3 months. Both artists will begin August 15, 2017 and go through November 15, 2017. Commissioner Bendix also reported the Commission needs to find one or two replacement liaisons for the artist in residence program since Commissioners Bendix and Dodge wish to end their leadership of this program on December 31, 2017.

MOTION BY COMMISSIONER DODGE, SECOND BY COMMISSIONER BENDIX TO APPROVE THE ARTISTS IN RESIDENCE AS PRESENTED. Motion passed by unanimous vote.

Grand Rapids Arts and Culture

August 1, 2017

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Art Adoption Policy – The adoption plan was included in your packets for review. Once the policy has been adopted by the Arts and Culture Commission Commissioner Merrild will put together meetings with City Staff, Parks and Recreation Department and finally the City Attorney prior to a work session with the City Council and hopefully subsequent formal adoption by the City Council.

The Commission recognized Commissioner Bendix for all her time and effort in putting this policy together. Thanks also to Commissioners Dodge and Merrild for their input as well.

MOTION BY COMMISSIONER WALKER, SECOND BY COMMISSIONER PETERSON TO APPROVE THE ART ADOPTION PLAN AS PRESENTED. Motion passed by unanimous vote.

Progress Reports Continued

Red Chair – Commissioner Dodge reported that she spoke with Public Works Director Jeff Davies regarding the possibility of moving the Red Chair from its current location. In speaking with Mr. Davies, he stated the following as to the chair's location.

- The chair must be situated on a concrete slab, already in place
- Is already next to a parking lot
- Known as a Landmark – other communities have taken notice
- There have not been any accidents as to its current location
- Moving the chair would possibly damage it beyond repair and it was donated to the City

Mr. Davies does not feel comfortable moving the chair at this time.

OLD BUSINESS – none

NEW BUSINESS

Pedestrian Bridge across the Mississippi

The Commission was very appreciative being asked to help with the bridge.

First Friday Banners

Commissioner Dodge reported that the banners for First Friday need to be replaced. Commissioner Dodge checked on pricing and received a quote from Silvertip Graphics for \$1,575.00 to replace all three. Jeff Davies, Public Works Director has approved the banners that they meet standards set. The banners will be owned by the City and stored by Public Works. Commissioner Dodge requested the Arts and Culture pay for the replacements out of their budget. The Commission has a balance of \$5,000.00 to use in 2017.

Grand Rapids Arts and Culture
August 1, 2017
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First Friday Banners Continued

MOTION BY COMMISSIONER WALKER, SECOND BY COMMISSIONER SMITH TO APPROVE THE AMOUNT OF \$1,575.00 TO REPLACE THREE FIRST FRIDAY BANNERS. Motion passed by unanimous vote.

ANNOUNCEMENTS

The Human Rights Commission will be present during the next Arts and Culture Commission meeting on September 5, 2017.

Friday, August 4, 2017 at 12:00 noon meeting with the City of Red Wing at the Reif Center.

There being no further business, the meeting adjourned at 5:00 pm

Respectfully submitted by Michele Palkki

Michele Palkki

**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
REGULAR MEETING July 19, 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 7th 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 Pat Schwartz - Commissioner Marilyn Rossman

HRA: Executive Director Jerry Culliton

PUBLIC FORUM: None

APPROVAL OF MINUTES

Commissioner Henrichsen made a motion to approve the Regular meeting minutes of June 21, 2017 as presented. Seconded by Commissioner Schwartz. Voting Aye, all. Motion carried.

FINANCIAL REPORTS

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

APPROVAL OF VERIFIED CLAIMS

After Director Culliton answered all questions regarding the verified claims, Commissioner Rossman made a motion to approve the Public Housing verified claims in the amount of \$19,887.64. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.
Commissioner Rossman made a motion to approve Crystal Lake Townhomes verified claims in the amount of \$24,763.79. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried. Commissioner Rossman made a motion to approve the Pooled Housing verified claims in the amount of \$81,475.57. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

PUBLIC HOUSING REPORT

Director Culliton stated; we have seven vacancies between the two buildings, there were five to six August move-outs and two to three move-in applications currently being processed.

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CRYSTAL LAKE HOUSING REPORT

Crystal Lake has 12 vacancies with 4 move-outs for August and 2-3 move-ins are being processed. The annual apartment inspections are being done, otherwise operations are normal and routine.

CONSIDER PAY ADJUSTMENT

Commissioner Schwartz made a motion to authorize the Executive Director to adjust and raise the pay rate for the Crystal Lake clerical position to \$15.50 per hour and to adjust and raise the pay, at his discretion, the Administrative Assistant office position effective the next pay period. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

CONSIDER HOUSING ASSISTANCE CONTRACT

After discussion Commissioner Henrichsen made a motion to approve and renew the Housing Assistance contract and authorize the Executive Director to sign and execute the necessary documents. Seconded by Commissioner Schwartz. Voting Aye, all. Motion carried.

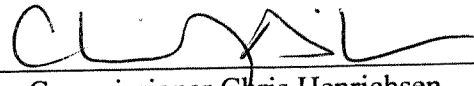
POOLED HOUSING REPORT

Director Culliton gave a report stating that we have one vacancy at each property, the one bedroom waiting lists is were much shorter than the two bedroom; otherwise operations are normal and routine.

OTHER MATTERS

The Housing Rehabilitation program was discussed, Chairperson Salmela gave some general information that he had talked to Amanda McDowell of the Itasca County HRA who is administering the DEED program for the City of Grand Rapids. Chairperson Salmela stated 12 residential units were done with the first grant, 35 rental residential units as well as 7 commercial, and that the City of Grand Rapids was now successful in obtaining a \$798,000.00 new DEED grant for the City of Grand Rapids, which was primarily going to be done in the southeast quadrant of Grand Rapids. There was discussion among the Board on the Blandin Foundation, Greater Minnesota Housing fund and Minnesota Housing finance Agency as it related to the proposed Housing Rehab program that the Grand Rapids HRA has been pursuing. No action taken.

There being no further information of the HRA of Grand Rapids for July 19, 2017, Commissioner Schwartz made a motion to adjourn the meeting at 5:15 p.m. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

Signed 
Secretary, Commissioner Chris Henrichsen

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CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, June 28, 2017 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners Doug Learmont, Alice Moren, Melissa Weidendorf, Mary Jo Wimmer, John Schirber. Jessica Hartshorn and Frieda Hall

Absent Becky LaPlant and Karen Noyce

Visitors: None

Staff: Michele Palkki

CALL TO ORDER Commissioner Weidendorf called the meeting to order at 4:00 pm.

SETTING AGENDA DFL – Public Comment/Accolades
Redneck Revolt – New Business

MOTION BY COMMISSIONER WIMMER, SECOND BY COMMISSIONER MOREN TO ADD DFL AND REDNECK REVOLT TO THE AGENDA FOR DISCUSSION. Motion passed by unanimous vote.

APPROVAL OF MINUTES May 31, 2017

MOTION BY COMMISSIONER WIMMER, SECOND BY COMMISSIONER MOREN TO APPROVE THE MINUTES OF MAY 31, 2017. Motion passed by unanimous vote.

FINANCIALS Nothing to report, no action needed

PUBLIC COMMENT/ACCOLADES DFL – Commission Schirber mentioned that several members of the DFL party visited Ball Club. It was a great time for both sides working together for the same purpose. It is a positive approach for continual growth for the future.

CIRCLE OF HEALING

Commissioner LaPlant and Noyce were not available to give a report.

ITASCA DIVERSITY UPDATE

Nothing to report

BIG VIEW UPDATE

Commissioner Moren reported that there would be a meeting regarding the Boys and Girls Club for Greenway and Grand Rapids at the Grand Rapids Area Library on July 12, 2017 from 11:00 – 1:00 pm. The club is scheduled to open in September for the beginning of the 2017-2018 School Year. Hours will be dependent upon the money that is raised for the project.

OLD BUSINESS

Indigenous People's Day Discussion

Commissioner Weidendorf and Hartshorn reported that the sub-committee met and discussed some ideas for this year's Indigenous People's Day. Here are some ideas so far.

- ✓ The City of Grand Rapids proclaimed that the 2nd Monday in October would be recognized as Indigenous People's Day. A resolution will be read as part of the celebration.
- ✓ A 15-mile radius travel map is being worked on which will include Grand Rapids History. The elders have been contacted to find out what they want people to hear and was overwhelmingly expressed that they want people to know what happened to them.
- ✓ Have an Essay Contest – details are yet to be worked out.

The sub-committee continues to work on details for the celebration and will come back to the Commission at the next regular meeting.

Boards and Commissions

There has not been a meeting scheduled yet for this item. The first meeting will be for the Library Board on July 12; Commissioners Noyce and Weidendorf. The IRA Civic Center; Commissioners Moren and LaPlant. Commissioners will report in July.

Handout materials were provided for each Board/Commission meeting. Packets were either picked up or delivered to Commissioners.

NEW BUSINESS

Human Trafficking in Grand Rapids was removed from the Agenda until a later date.

Redneck Revolt – Commissioner Moren just received this and wanted to bring it to the attention of the Commission, she will do some more research and come back to the Commission at a later time.

There being no further discussion the meeting was adjourned at 4:30 pm.

Michele Palkki, Administrative Assistant

The next meeting is scheduled July 26, 2017



CITY OF
GRAND RAPIDS
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0662 **Version:** 1 **Name:**

Type: Agenda Item **Status:** Department Head Report

File created: 9/7/2017 **In control:** City Council

On agenda: 9/11/2017 **Final action:**

Title: Police Department - Chief Scott Johnson

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Police Department - Chief Scott Johnson



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0645 **Version:** 1 **Name:** CP 2009-1 Conduct Public Hearing
Type: Agenda Item **Status:** Public Hearing
File created: 9/1/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider conducting a public hearing to consider final special assessments on CP 2009-1, 2017 Infrastructure Improvements Project

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider conducting a public hearing to consider final special assessments on CP 2009-1, 2017 Infrastructure Improvements Project

Background Information:

CP 2009-1, 2017 Infrastructure Improvements Project is nearly complete and proposed final special assessments have been calculated. Prior to adopting the final assessments a public hearing must be conducted. This hearing has been scheduled for Monday, September 11, 2017, at 5:30 pm, in the City Hall Council Chambers. City staff will be making a brief assessment presentation.

Staff Recommendation:

City staff recommends conducting a public hearing to consider final special assessments on CP 2009-1, 2017 Infrastructure Improvements Project

Requested City Council Action

Conduct a public hearing to consider final special assessments on CP 2009-1, 2017 Infrastructure Improvements Project



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0646 **Version:** 1 **Name:** CP 2009-1 Adopt Assessments
Type: Agenda Item **Status:** Public Hearing
File created: 9/1/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider adopting a resolution adopting final assessments for CP 2009-1, 2017 Infrastructure Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [9-11-17 Resolution CP 2009-1 Adopting Assessments](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution adopting final assessments for CP 2009-1, 2017 Infrastructure Improvements.

Background Information:

Once the public hearing for CP 2009-1, 2017 Infrastructure Improvements, has been complete, the City Council can consider a resolution adopting the final assessments. The resolution is attached.

Staff Recommendation:

City staff is recommending the attached resolution.

Requested City Council Action

Make a motion adopting a resolution adopting final assessments for CP 2009-1, 2017 Infrastructure Improvements

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

RESOLUTION NO. 17-__

**A RESOLUTION ADOPTING ASSESSMENTS FOR
2017 Infrastructure Improvements Project
City Project 2009-1**

WHEREAS, pursuant to proper notice duly given as required by law, that on September 11, 2017, the Council has met and heard and passed upon all objections to the proposed assessments for Grand Rapids City Project 2009-1, 2017 Infrastructure Improvements project; and

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

1. Such proposed assessment, a copy of which is on file in the City Clerk's Office, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2018, and shall bear interest at the rate of 2.35 percent per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2017.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days of the adoption of this resolution; and may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 14, or interest will be charged through December 31 of the succeeding year.
4. Senior and disabled citizens may apply to have special assessments deferred. Interest shall accrue on any deferral at a rate of 2.35 percent per annum from the date of adoption of this resolution.
5. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax lists of the County, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

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

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0643 **Version:** 1 **Name:** Consider authorizing City Staff to begin the process of filling a GIS Technician position.
Type: Agenda Item **Status:** Administration Department
File created: 8/31/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**
Title: Consider authorizing City Staff to begin the process of filling a GIS Technician position.
Sponsors:
Indexes:
Code sections:
Attachments: [Engineering - GIS Technician 2017](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing City Staff to begin the process of filling a GIS Technician position.

Background Information:

City staff has been working with the Public Utilities Commission (PUC) for almost a year to determine how we can improve efficiencies and better manage our GIS system. The discussion at the August 28, 2017 City Council Work Session outlined a proposed collaboration with PUC. The pilot project during summer 2017 consisted of a 50/50 split between the City and PUC. The benefits of a collaborative approach is:

- * Perform routine maintenance and projects concurrently
- * Improved systems instead of maintaining existing data
- * Improved service to internal and external customers
- * Improved efficiencies - records retention and data sharing
- * This approach is necessary to maximize our investments

We are proposing that the GIS Technician be at a Grade 3 non-exempt, which would equate to a beginning wage of \$18.8922 per hour.

The funding will come from a cost share between the City and PUC at 50/50. The City portion will be paid by the Stormwater Utility and will not require a City levy increase.

Staff Recommendation:

Timeline:

Post position	September 12 - September 29
Rank applications	October 2 - October 6
Interviews	October 16 - October 20
Recommendation	October 23
Background	October 24 - November 15
Start Date	December 1

Requested City Council Action

A motion to adopt the job description for GIS Technician and authorize City staff to begin the process of filling the newly created position.

City of Grand Rapids Job Description

Job Title: ~~GIS Technician Assistant~~
Department: Engineering
FLSA Status: Non-exempt
Approved By:
Approved Date:

Summary: Performs intermediate technical work maintaining an up to date, user friendly, electronic mapping data base of public infrastructure owned by the City of Grand Rapids and Grand Rapids Public Utilities, and related work as apparent or assigned. Work is performed under the moderate supervision of the City Engineer and ~~GIS/CAD Technician~~Systems Coordinator.

Essential Duties and Responsibilities include the following. The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Designs, programs and updates the City/GRPU Geographic Information System (GIS).
- Gathers field data on all City/GRPU assets.
- Collects, inputs and analyzes data relative to public infrastructure.
- ~~Designs, creates and implements computer programming using ArcInfo Arc Macro Language and Visual Basic for Application.~~
- Organizes and prioritizes projects.
- Maintains databases and coverage in the City/GRPU Geographic Information System (GIS) and assists in the maintenance of the asset management system.
- Supports the design, development and implementation of the GIS and integrated systems.
- Assists in preparation of information.
- Presents technical information and proposals.
- Performs administrative duties as assigned.
- Performs any other engineering and GIS duties in support of the City/GRPU that may be deemed necessary.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

Education and/or Experience

~~Bachelor's degree in GIS, geography, surveying, cartography, information systems management, or related field, or equivalent combination of education and experience. Minimum of a 2-Year Associates degree in Geography & GIS with a GIS Professional Certificate or equivalent combination of education and experience.~~

Valid driver's license in the State of Minnesota.

Computer Skills

Computer experience and/or education sufficient to develop, select, install and modify the information system and solve technical problems.

Other Skills and Abilities

This position must have experience with map projections and coordinate systems including their transformation and use in relating objects to one another. Knowledge of measurement techniques and the structure and use of the Public Land Survey including the interpretation and mapping of land description. Ability to think logically,

analyze and interpret problems relating to system design and implementation and implement solution. This position must have excellent written and oral communication skills along with skill in managing multiple projects, and a valid State of Minnesota Driver's License.

- Must have a basic understanding of electrical distribution and the ability to recognize distribution equipment in the field.
- Must have an understanding of water distribution and sanitary/storm sewer collection systems and the associated equipment.
- Must have the ability to understand and write land and easement descriptions.
- Must have the ability to operate and understand the Global Positioning System (GPS) equipment.
- Must have experience with developing GIS web applications
- Experience with CityWorks and Laserfiche are preferred

Physical Demands This work requires the frequent exertion of up to 10 pounds of force; work frequently walking, sitting, speaking or hearing, using hands to finger, handle or feel and lifting and occasionally requires standing, reaching with hands and arms, pushing or pulling and repetitive motions; work requires close vision, ability to adjust focus and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0649 **Version:** 1 **Name:** Health Insurance Transfer to 49ers
Type: Agenda Item **Status:** Administration Department
File created: 9/5/2017 **In control:** City Council
On agenda: 9/11/2017 **Final action:**

Title: Consider notifying the Northeast Service Cooperative of the City's intent to terminate the Joint Powers Agreement for Group Employee Benefits and Other Financial and Risk Management Services Agreement effective December 31, 2017 and approve the transfer of all non-IUOE Local 49 employees, except those under individual contracts, to the health insurance program offered by IUOE Local 49.

Sponsors:

Indexes:

Code sections:

Attachments: [9-5-17 Insurance Memorandum to Council.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider notifying the Northeast Service Cooperative of the City's intent to terminate the Joint Powers Agreement for Group Employee Benefits and Other Financial and Risk Management Services Agreement effective December 31, 2017 and approve the transfer of all non-IUOE Local 49 employees, except those under individual contracts, to the health insurance program offered by IUOE Local 49.

Background Information:

Please see attached memorandum for detail related to this requested council action.

Staff Recommendation:

City staff is recommending this proposed council action.

Requested City Council Action

A motion to consider notifying the Northeast Service Cooperative of the City's intent to terminate the Joint Powers Agreement for Group Employee Benefits and Other Financial and Risk Management Services Agreement effective December 31, 2017 and approve the transfer of all non-IUOE Local 49 employees, except those under individual contracts, to the health insurance program offered by IUOE Local 49.



MEMORANDUM

Date: September 5, 2017

To: City Council

From: Tom Pagel, City Administrator

Re: Change in Health Insurance Provider

Health Insurance costs and in particular, the growth in costs are challenging the City's ability to deliver public services, invest in infrastructure, purchase equipment/vehicles, and just as important, provide cost of living increases to our employees.

Over the past five years the premium costs to both the City and employees has increased 66.45% or an average of 13.29% per year. Our two other bargaining units, 49ers Public Works and 49ers Clerical, receive health insurance through their union and have recognized an increase of only 15.56% over five years, or an average of 3.11% per year. The following table provides five years of health insurance premium history.

Type	2013	2014	2015	2016	2017	Total %	Average %
Non 49ers BC/BS Single	4,512	5,124	5,430	6,864	7,512	66.45%	13.29%
Non 49ers BC/BS Family	11,286	12,816	13,584	17,172	18,786	66.45%	13.29%
49ers BC/BS	13,500	13,800	14,400	15,000	15,600	15.56%	3.11%

In the table above you can see how the Non 49ers BC/BS Family premium started out lower than the 49ers BC/BS but became more expensive in calendar year 2016. The primary reason for the high increase in the Non 49ers insurance relates to pool size and incidents. Although the Non 49ers insurance is obtained from the NE Service Coop which is a larger pool of around 900 members, each group's premium increase is based on the incidents that occur within the individual group. Because our pool is small (under 50), one major incident can result in large increases in premiums in future

years, which has happened on a regular basis. With the 49er insurance, the city would be in a pool of approximately 38,000 people minimizing the impact of incidents.

Because the 49er plan requires that all employees enroll and they do not distinguish between single and family, it was necessary to model the cost between staying with the current plans and switching all employees to the 49er plan. The result of this model is identified in the following table:

Project Annual Costs	Total Cost	Average Annual Rate		2018	2019	2020	2021	2022	2023
		Increase							
49ers BC/BS Premium	421,200	3.11%	434,304	447,816	461,748	476,113	490,926	506,199	
49ers - Other	60,342		60,342	60,342	60,342	60,342	60,342	60,342	60,342
Non 49ers Premium	526,740	13.29%	596,748	676,061	765,914	867,711	983,036	1,113,690	
Non49ers Other	170,334		170,334	170,334	170,334	170,334	170,334	170,334	170,334
Total Existing	1,178,616		1,261,728	1,354,553	1,458,339	1,574,500	1,704,638	1,850,565	
All on 49ers BC/BS - Premium	1,120,800	3.11%	1,155,669	1,191,623	1,228,696	1,266,922	1,306,338	1,346,979	
All on 49ers BC/BS - Other	96,880		96,880	96,880	96,880	96,880	96,880	96,880	96,880
All on 49ers BC/BS - Premium	1,217,680		1,252,549	1,288,503	1,325,576	1,363,802	1,403,218	1,443,859	
Savings			9,179	66,049	132,762	210,698	301,421	406,706	

Assuming average annual rate increases, it is evident that there is a cost savings to the City by placing all employees on the 49ers health insurance.

Throughout the year the Administration Department has conducted listening sessions and coordinated presentations on the two health insurance programs for employees.

As a result of these increases and the positive feedback from most employees, the Administration Department is recommending to the City Council that we change health insurance policies, from the current Blue Cross/Blue Shield High Deductible plan to the 49ers Traditional Plan administered by Blue Cross/Blue Shield.

Under the current labor agreements, this change can occur, without union consent, in accordance with the current contracts with LELS – Patrol and Sergeant, Article 14, Section 14.5, and AFSME – Library, Article 12, Section 12.6. Under these articles the Employer can change insurance carriers as long as the benefits are not reduced.

To ensure that the insurance benefits are not reduced, the City contracted with Health Risk Strategies, LLC, who performed an actuarial value analysis on both insurance programs. This analysis is attached for reference. As you will read, the Net Actuarial Value of the current City insurance plan is \$17,306 and the 49ers plan is \$19,982 resulting in an increase of benefit of \$2,676. There are many additional benefits the employee will receive as a result of this change. Some of the highlights follow:

1. With the current high deductible plan, an employee cannot be on a spouse's traditional health insurance plan. By changing to a traditional plan, if the employee has a spouse who has access to a traditional health insurance plan, they can be on both plans and minimize their exposure through coordination of benefits.
2. Under the 49ers plan, every employee must be on the plan and it does not distinguish between family and single coverage. As a result, the employee will not be required to pay a portion of the health insurance premium.
3. As a result of not paying a portion of their premium, all cost of living increases can be focused on their needs. Under the current plan a larger portion of their cost of living increases was going toward the payment of health insurance premiums.
4. With the 49ers plan, they will be accruing a \$30/month per year credit toward retirement health insurance (pre-Medicare age) if they continue with the 49ers after retirement. So if they were in the 49ers program for 10 years, they would receive a credit of \$300/month. Once they reach Medicare age you can obtain supplemental insurance and receive a \$12/month/year credit towards the supplement.

I recognize there can be apprehension in change, but I feel this transition places the City and employees in a positive position to provide essential services to our community.

August 7, 2017

Ms. Lynn DeGrio
Director of Human Resources
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662

Via email: ldegrio@ci.grand-rapids.mn.us

RE: ACTUARIAL VALUE ANALYSIS FOR CITY OF GRAND RAPIDS MEDICAL BENEFIT PROGRAMS

Dear Lynn:

The City of Grand Rapids currently offers two benefit programs to different employee groups. The City is considering only offering the IUOE Local 49 (49ers) benefit program to all employees to minimize the administrative complications, reduce costs and to offer consistent benefits to all employees. The two benefit programs have various levels of coverage and benefits so an actuarial evaluation was completed to determine the equivalence of the two programs and determine whether one program is significantly better or worse than the other program. This letter presents the results of our actuarial equivalence analysis and the resulting actuarial cost estimate of each benefit program.

DATA PROVIDED

The City of Grand Rapids provided the following information on the two benefit programs:

- Medical Benefit Plan Summaries
- Summary Plan Descriptions of each medical benefit program
- Summary of HRA/HSA, Dental, Vision and Life Insurance, Accidental and Sickness (short-term disability) benefits and wellness incentives for both programs
- Headcounts by coverage and benefit program by tier, (single/family for Non-Union or employees for Union)
- Current funding rates by tier structure for medical benefits

BENEFIT PLAN COMPARISONS

A summary of the two group health benefit programs is below.

Benefit Plan	Benefit Plan Comparison	
	IUOE Local 49	City Plan (Not IOEU Plan)
Deductible	\$250 per person/\$500 per family	\$2,500 per single/\$5,000 per family
Out of Pocket Maximum - Medical Services	\$2,500 per person/\$6,000 per family ^{(Excludes}	\$5,000 per single/\$10,000 per family
Out of Pocket Maximum - Rx Services	Deductible) \$2,500 per person/\$6,000 per family	Included with Medical OOP Maximum
Coinsurance	80%	80%
Office Visit	\$25 Copayment, then 100% plan pay	80%
Virtual Clinic	100%	80%
Rx	80%	80%
Health Dynamics Physical	100%	100% - Preventive Examination ^[1]
Health Dynamics Physical Incentive	Either (1)Waive Deductible, (2) \$20/mo gym/healthclub, or (3) \$240 copay/coinsurance	N/A
Health Savings Account	N/A	\$2,000 per single/\$4,000 per family ^[2]
Health Reimbursement Account	\$1,000 per person/\$2,000 per family ^{(for}	\$2,500 per single/\$5,000 per family ^{(for}
	coinsurance)	coinsurance)
Wellness Incentives	Up to \$200 per year, various activities	Up to \$200 per year, various activities
Dental		
Annual Maximum Benefit	\$2,000 Annual Maximum	\$1,000 Annual Maximum
Diagnostic	100%	100%
Basic	80%	80%
Endodontic	80%	55%
Periodontic	80%	55%
Oral Surgery	80%	55%
Major Restorative	50%	55%
Orthodontic	Child \$1,000 Lifetime Max	Not Covered
Vision		Voluntary Benefit
Exams	\$500 Allowance for Vision Exams and Hardware every 2 Years	Not Covered
Frames		\$50 Wholesale Allowance
Lenses		20% Discount, \$130 contact allowance
Lasik Surgery	100% Maximum \$500/Eye	25% Discount, \$150 lifetime allowance
Hearing Aids	\$1,000 every 5 years, no batteries	For Children up to age 18
Death Benefit	\$8,000 ^[3]	\$10,000 ^[3]
AD&D	\$8,000	\$10,000
Accident and Sickness	\$300/wk up to 26 weeks	N/A

[1] Preventive Exam covered at 100%, not Health Dynamics program.

[2] The HSA is \$5,000 for police officers for their 1st year in the program.

[3] The City offers \$10,000 Death Benefit for all employees, so 49ers have both the \$8,000 benefit and the \$10,000 benefit.

ACTUARIAL VALUE

HRS developed a model to estimate the gross actuarial value for each benefit program using utilization and cost estimate for a consistent population. The model applied the member cost sharing requirements for each benefit program to develop a cost for each program. The medical, Rx, HRA/HSA, and wellness incentive benefits were evaluated together. Then the Dental, Vision and Life and AD&D Insurance, Hearing Aid, and Accident and Sickness

benefits were added as ancillary benefits to determine the overall average value for each benefit program.

Following is the Gross Actuarial Value estimate for the benefit programs.

Benefit Plan	Gross Actuarial Value Annual Cost Estimate ^[1]	
	IUOE Local 49	City Plan (Not IOEU Plan)
Estimate of Medical Benefit Cost (w HRA/HSA,Wellness)	\$17,944	\$18,926
Dental	\$1,500	\$1,071
Vision	\$230	\$84
Hearing Aid	\$23	\$10
Death Benefit/AD&D	\$32	\$18
Accident and Sickness	\$285	\$0
Total Benefit Plan	\$19,982	\$20,091

[1] Cost estimated based on the average utilization and cost of a standard commercial (under 65) insurance population.

HRS also estimated the Net Actuarial Value with consideration of the funding cost share between the City of Grand Rapids and employees. Following is the Net Actuarial Value estimate for the benefit programs.

Benefit Plan	Net Actuarial Value Annual Cost Estimate ^[1]	
	IUOE Local 49	City Plan (Not IOEU Plan)
Estimate of Medical Benefit Cost (w HRA/HSA,Wellness)	\$17,944	\$16,826
Dental	\$1,500	\$471
Vision	\$230	\$0
Hearing Aid	\$23	\$8
Death Benefit/AD&D	\$32	\$18
Accident and Sickness	\$285	\$0
Total Benefit Plan	\$19,982	\$17,306

[1] Cost estimated based on the average utilization and cost of a standard commercial (under 65) insurance population and adjusted for the Employer/Employee funding cost share.

The Gross Actuarial Value is similar between the two benefit programs while the Net Actuarial Value after consideration of the employee contributions indicates that the 49ers program has more value than the City program.

Lynn, let me know if you have any questions or comments regarding this analysis.

Sincerely,



Mary P. Ratelle, FSA
 President