



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, May 9, 2016

5:00 PM

City Hall Council Chambers

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**5:00 PM** CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, May 9, 2016 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**5:01 PM** PRESENTATIONS/PROCLAMATIONS

[16-0300](#) Elected Official's Day of Recognition for National Service

**Attachments:** [Elected Official's Day of Recognition](#)

### 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.*

**5:03 PM** PUBLIC FORUM

**5:08 PM** COUNCIL REPORTS

**5:10 PM** APPROVAL OF MINUTES

[16-0286](#) Consider approving Council minutes for Monday, April 25, 2016 Worksession & Regular Meeting.

**Attachments:** [April 25, 2016 Worksession](#)  
[April 25, 2016 Regular Meeting](#)

**5:11 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. [16-0290](#) Continuation of Phased Retirement Agreement for Facilities Maintenance Manager

Ronald Edminster.

**Attachments:** [Edminster - Phased Retirement Agreement](#)

2. [16-0297](#) Consider hiring part time employees for Park & Recreation / I.R.A. Civic Center
3. [16-0306](#) Consider authorizing grant application to Blandin Foundation for multi use covered pavilion at the IRA Civic Center.  
**Attachments:** [Grand Rapids Blandin Grant](#)
4. [16-0307](#) Consider authorizing a refund to NoPo Coffee Co., LLC for the unlicensed portion of 2016 and issue payment in the amount of \$275.00
5. [16-0311](#) Consider terminating temporary employees from the IRA Civic Center.

**5:13 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**

6. [16-0314](#) Acknowledge minutes for Boards & Commissions.  
**Attachments:** [February 17, 2016 HRA Minutes](#)  
[July 15, 2015 Civic Center, Park & Rec Board](#)  
[March 16, 2016 HRA minutes](#)  
[March 30, 2016 Human Rights Minutes](#)  
[October 14, 2015 Civic Center, Park & Rec Board](#)

**5:14 DEPARTMENT HEAD REPORT  
PM**

7. [16-0292](#) Finance Department Head Report  
**Attachments:** [Dept Head Report 050916.pdf](#)

**5:25 COMMUNITY DEVELOPMENT  
PM**

8. [16-0296](#) Consider approval of an Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for the provision of Building Code enforcement, permitting and inspection services.  
**Attachments:** [Interlocal Agreement for Building Code Enforcement](#)
9. [16-0301](#) Consider approval of a Development Agreement between Northland Counseling Center, Inc. and the City of Grand Rapids.

**Attachments:** [Development Agreement - Northland Counseling](#)

10. [16-0298](#) Consider adopting a resolution authorizing the award of a construction contract with Casper Construction, in the amount of \$298,349.00, for the Kiesler Wellness Center Sitework Project.

**Attachments:** [5-9-16 Resolution Kiesler Wellness Center Site Work Award Contract](#)

**5:40 PUBLIC WORKS DEPARTMENT  
PM**

11. [16-0303](#) Consider approving the Public Works Department's purchase of a new field groomer for the Grand Rapids Sports Complex from Absolute Innovations, Inc., for \$15,980.00.

**Attachments:** [ABI Specs](#)

[ABI Quote-Invoice](#)

[Absolute Innovations Inc., Sole Source Document](#)

**5:45 VERIFIED CLAIMS  
PM**

12. [16-0302](#) Consider approving the verified claims for the period April 19, 2016 to May 2, 2016 in the total amount of \$346,484.03.

**Attachments:** [CITY COUNCIL BILL LIST 05-09-16.pdf](#)

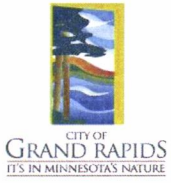
**5:50 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR MAY 23, 2016 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)

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**File #:** 16-0300      **Version:** 1      **Name:** Proclamation  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 5/4/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Elected Official's Day of Recognition for National Service  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Elected Official's Day of Recognition](#)

Date	Ver.	Action By	Action	Result
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Elected Official's Day of Recognition for National Service

# Proclamation

## ELECTED OFFICIAL'S DAY

WHEREAS, volunteers of all ages offer a lifetime of skills and experience as citizens, parents, employees and leaders that can be tapped to meet the challenges of our communities; and

WHEREAS, volunteering represents a unique public-private partnership that invests in community solutions and leverages resources to strengthen impact and increase the return on taxpayer dollars; and

WHEREAS, local cities and counties recognize the value of older adult volunteers, and turn to them as a cost-effective and community-building strategy to meet local needs; and

WHEREAS, volunteering keeps residents active, healthy, and engaged while helping communities solve local problems, thus saving taxpayer dollars, reducing healthcare costs, and strengthening the Grand Rapids area; and

WHERE, in 2015, approximately 600 Grand Rapids area Senior Corps, Minnesota Math Corps and Minnesota Reading Corps volunteers provided more than 108,000 hours of service to help improve the lives of vulnerable citizens, strengthen our educational system, feed the hungry, shelter the homeless, engage the isolated, and provide independent living services; and

WHEREAS, Grand Rapids area Senior Corps, Minnesota Math Corps and Minnesota Reading Corps volunteers help strengthen more than 75 nonprofit, community, educational and government groups in the Grand Rapids area that are vital to our social and economic well-being; and

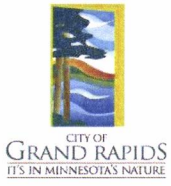
WHEREAS, the month of April is National Volunteer Month, and is an opportunity to thank volunteers for their service to the Grand Rapids area and recognize their positive impact and value to our communities and nation.

NOW THEREFORE, BE IT RESOLVED, that I, Dale Adams, Mayor of the City of Grand do hereby proclaim Monday, May 9, 2016, as City Officials Day of Recognition, and encourage residents to recognize the positive impact volunteers of all ages make in our area, and to thank those who serve.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 9<sup>th</sup> day of May Two thousand and sixteen.

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Dale Adams, Mayor  
City of Grand Rapids



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 16-0286      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 4/26/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider approving Council minutes for Monday, April 25, 2016 Worksession & Regular Meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [April 25, 2016 Worksession](#)  
[April 25, 2016 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, April 25, 2016 Worksession & Regular Meeting.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, April 25, 2016

4:00 PM

Conference Room 2A

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, April 25, 2016 at 4:03 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** 4 - Councilor Dale Christy, Councilor Ed Zabinski, Councilor Bill Zeige, and Councilor Rick Blake  
**Absent** 1 - Mayor Dale Adams

**Others present:**

*Tom Pagel, Chad Sterle, Barb Baird, Jeff Davies, Steve Schaar, Scott Johnson, Rob Mattei*

### Discussion Items

1. Financial Statement Presentation by David J. Mol, Partner, Redpath & Company, Ltd.  
*David Mol, Redpath and Co., issued draft City financial statements, with the exception of the PUC financials. Mr. Mol reviews process and final reports. City has once again received the award for Excellence in Financial Reporting. Final report is pending completion of PUC audit, with a due date in June 2016.*  
**Received and Filed**
2. West Range Racing Association ~ Tim Carlson  
*Tim Carlson, West Range Racing, presents 2016 schedule. Extra time requested, approximately 30 minutes, for May 19th, June 9th, and September 2nd as well as racing that takes place during the Itasca County Fair.*  
**Received and Filed**
3. Review 5:00 PM Regular Meeting  
*Discussed Deer Hunt & designation of City parks, tabled at last meeting. Both items have been reviewed in greater detail and issues resolved. Move item #13 to 10a on consent. Discussed item #16 in detail, move to consent as 10b.*

**ADJOURN**

*There being no further business, the meeting adjourned at 4:59 PM.*

*Respectfully certified & submitted: Kimberly Gibeau, City Clerk*





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, April 25, 2016

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, April 25, 2016 at 5:04 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 4 - Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Bill Zeige  
Councilor Rick Blake

**Absent** 1 - Mayor Dale Adams

### Others present:

*Tom Pagel, Chad Sterle, Rob Mattei, Dale Anderson, Lynn DeGrio, Barb Baird, Scott Johnson, Steve Schaar, Bob Cahill, Jeff Davies*

### MEETING PROTOCOL POLICY

**5:02 PM PUBLIC FORUM**

*None.*

**5:07 PM COUNCIL REPORTS**

*None.*

**5:10 PM APPROVAL OF MINUTES**

Consider approving Council minutes for Monday, April 11, 2016 Worksession & Regular meetings.

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

**5:12 PM CONSENT AGENDA**

1. Authorize the Grand Rapids Police Department to apply for a special deer hunt with the DNR Division of Fish and Wildlife for the 2016 deer hunting seasons and to make a change on the Firearms Zones map.

**Approved by consent roll call**

2. Consider a resolution to designate City Parks.

**Adopted Resolution 16-34 by consent roll call**

3. Consider adopting a resolution to accept a donation from the Rotary Clubs of Grand Rapids.

**Adopted Resolution 16-35 by consent roll call**

4. Consider adopting a resolution amending the contract with the State of Minnesota as a Regional Hazardous Materials Team.

**Adopted Resolution 16-36 by consent roll call**

5. Consider accepting Grand Rapids EDA Annual Report for the year 2015.

**Approved by consent roll call**

6. Consider approving hiring of Seasonal Golf Course Employees

**Approved by consent roll call**

7. Consider approving application for permit for an amusement for Circus Ticoliny, event to be held at the Civic Center on Tuesday, May 3, 2016.

**Approved by consent roll call**

8. Consider approving Nicholas Koerbitz, Brady Baird and Kelsi Sjostrand as 2016 Spring/Summer Part-Time Maintenance workers for the Public Works Department.

**Approved by consent roll call**

9. Consider approving the Public Works Department request to solicit pricing for one new field groomer.

**Approved by consent roll call**

10. Consider approving the hiring of a regular part-time employee at the IRA Civic Center.

**Approved by consent roll call**

- 10a. Consider approving the proposal from Keller Fence Company to install fencing for the Dog Park at Veteran's Park.

**Approved by consent roll call**

- 10b. Consider accepting low quote and awarding project for Replacement of a AAON RN-11 packaged roof top unit at the Grand Rapids City Hall to Gartner Refrigeration.

**Approved by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Blake, seconded by Councilor Christy, to approve the amended consent agenda to include items #10a & #10b, moved from regular agenda. The motion carried by the following vote**

- Aye 4 -** Councilor Dale Christy
- Councilor Ed Zabinski
- Councilor Bill Zeige
- Councilor Rick Blake

**5:14 SETTING OF REGULAR AGENDA  
PM**

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Rick Blake, to approve the amended regular agenda as noted. The motion PASSED by unanimous vote.**

**5:15 ACKNOWLEDGE BOARDS & COMMISSIONS  
PM**

- 11. Acknowledge the following minutes:
  - ~ February 17, 2016 PUC Minutes
  - ~ February 18, 2016 PUC Special Meeting Minutes
  - ~ March 16, 2016 PUC Minutes
  - ~ March 15, 2016 Golf Board Minutes

**Acknowledged.**

**5:16 DEPARTMENT HEAD REPORT  
PM**

- 12. Pokegama Golf Course ~ Bob Cahill, Director of Golf

*Bob Cahill, Director of Golf, presented the Council with the semi-annual report for the Pokegama Golf Course stating "Grass is growing, mowers are mowing, and golfers are golfing." The course wintered well, no issues to report. Opening day was April 12. Season pass sales have been excellent. Monthly payment plan is currently utilized by 28 pass holders to date. This is an increase from 3 pass holders purchasing with the payment plan from last year. New golf carts have been received and GPS installation will be completed next week. Spring cleanup is in process. Pokegama Grill returning as concessionaire. Pokegama Lake may be utilized in the future to irrigate the course in times of drought. Golf in schools program happening in the spring, summer junior golf, Jim Kozak Memorial Fund available to assist with expenses for youth golfers in need of assistance.*

**5:26 CIVIC CENTER, PARKS & RECREATION  
PM**

*#13 moved to consent agenda as #10a.*

**5:30 COMMUNITY DEVELOPMENT  
PM**

14. Consider adopting a resolution approving the minor subdivision entitled Thunderhawk Addition to Grand Rapids.  
*Rob Mattei, Community Development Director, presents request for Minor subdivision application for Thunderhawk Addition to Grand Rapids.*

**A motion was made by Councilor Zabinski, seconded by Councilor Christy, to adopt Resolution 16-37, approving minor subdivision, Thunderhawk Addition to Grand Rapids. The motion carried by the following vote.**

**Aye 4 -** Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Bill Zeige  
Councilor Rick Blake

**5:35 POLICE DEPARTMENT  
PM**

15. Consider a request by the Police Department to purchase two (2) 2017 Ford Police Interceptor Utility (SUV) vehicles from Hibbing Ford, at the state bid price of \$27,871 per vehicle.

*Steve Schaar presents request to complete previously authorized purchase of the SUV's with Hibbing Ford, due to the missed deadline for obtaining the approved vehicles with Rapid Ford. The cost through Hibbing Ford will remain the same, but the vehicles will be a 2017 as opposed to a 2016 model.*

**A motion was made by Councilor Blake, seconded by Councilor Christy, to approve previously authorized SUVs purchase to be completed through Hibbing Ford. The motion carried by the following vote.**

**Aye 4 -** Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Bill Zeige  
Councilor Rick Blake

**5:40 PUBLIC WORKS DEPARTMENT  
PM**

*#16 moved to consent agenda as item #10b.*

**5:45 ADMINISTRATION DEPARTMENT  
PM**

17. Consider accepting notice of retirement from Faye Chessmen, Circulation Technician, from the Grand Rapids Area Library.

**A motion was made by Councilor Dale Christy, seconded by Councilor Rick**

Blake, to accept the notice of retirement from Faye Chessman with gratitude for her service through the years and authorize staff to begin the process of filling the position. The motion PASSED by unanimous vote.

**5:50 VERIFIED CLAIMS  
PM**

18. Consider approving the verified claims for the period April 5, 2016 to April 18, 2016 in the total amount of \$494,148.53.

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

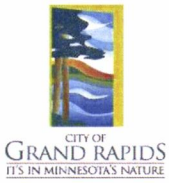
**Aye** 4 - Councilor Dale Christy  
Councilor Ed Zabinski  
Councilor Bill Zeige  
Councilor Rick Blake

**5:55 ADJOURNMENT  
PM**

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Dale Christy, to adjourn the meeting at 5:35 PM. The motion PASSED by unanimous vote.**

*Respectfully certified & submitted: Kimberly Gibeau, City Clerk*

*Kimberly Gibeau*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 16-0290      **Version:** 1      **Name:** Continuation of Phased Retirement Agreement for Facilities Maintenance Manager Ronald Edminster.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/28/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Continuation of Phased Retirement Agreement for Facilities Maintenance Manager Ronald Edminster.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Edminster - Phased Retirement Agreement](#)

Date	Ver.	Action By	Action	Result
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Continuation of Phased Retirement Agreement for Facilities Maintenance Manager Ronald Edminster.

**Background Information:**

Ron Edminster, Facilities Maintenance Manager, has been on the Phased Retirement Program since July 31, 2014. This program has provided a transition period for Ron's retirement as well as provides a benefit to the City while a replacement had been found. At a previous City Council meeting, the Council approved the hiring of Nathan Morlan to replace Ron, however it won't be effective until Jon Peterson, Building Inspector, has completed the introductory period, which we anticipate will be August 9, 2016.

Having Ron as a transition employee stay on board will allow Nate adequate time to spend learning all City buildings and their HVAC systems. During this transitional period, Ron will continue to assist with the completion of some of our ongoing plans, particularly our energy projects. As we continue to explore future opportunities and potential collaboration with our buildings, Ron's expertise will be beneficial.

Ron's current monthly salary is \$1,310.00, which is the PERA limit. The City does not provide health insurance, Flexible Time Off, Social Security Benefits, or overtime.

**Staff Recommendation:**

City Administrator Tom Pagel, Public Works Director Jeff Davies, and Human Resources Director Lynn DeGrio are recommending extending the Phased Retirement Agreement with Ron Edminster effective August 1, 2016 to July 31, 2017.

**Requested City Council Action**

Make a motion to extend the Phased Retirement Agreement for Facilities Maintenance Manager Ronald Edminster from August 1, 2016 through July 31, 2017 at a rate of \$1,310.00 per month.

# Phased Retirement Agreement

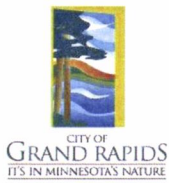
**Public Employees Retirement Association (PERA)**  
 60 Empire Drive, Suite #200, Saint Paul, MN 55103-2088  
 Member Information Services: 651-296-7460 or 1-800-652-9026  
 PERA Fax Number: 651-297-2547



Instructions: Type or print in black ink. Original is to be mailed to PERA prior to the start of employment under the phased retirement option (PRO) program and should accompany a completed *Application for PERA Retirement Benefits*. As applicable, a signed copy of any subsequent *Phased Retirement Agreement* must also be provided to PERA prior to its effective date. Both Parts A and B must be completed in their entirety.

**Please read the reverse side for details about the requirements relating to phased retirement.**

<b>Part A - For completion by the employer that will employ the individual under a PRO</b>		
Name of Employer City of Grand Rapids		PERA Employer Number (6-digits) 4952-00
Name of Individual who will be Employed under the PRO Program Ronald D. Edminster		Last 4 digits of Member's Soc. Sec. No. 2675
Dates of the Phased Retirement Employment (must be limited to a one-year period)	Begin Date 8/1/2016	End Date 7/31/2017
Identify if this is the first agreement covering phased retirement for this employee or renewal of a prior agreement. <input type="checkbox"/> Initial Agreement <input type="checkbox"/> 1 <sup>st</sup> Renewal <input checked="" type="checkbox"/> 2 <sup>nd</sup> Renewal <input type="checkbox"/> 3 <sup>rd</sup> Renewal <input type="checkbox"/> 4 <sup>th</sup> Renewal <i>Note: Phased retirement employment may be for periods of up to one year, not to exceed a total duration of five years.</i>		
I understand that wages earned by the named individual during this period of employment must be reported to PERA and that the amounts <b>will not</b> be subject to PERA withholding. I further certify that this individual will be employed in accordance with the phased retirement employment conditions described in this agreement and in M.S. §353.371, and I agree to ensure that this governmental unit complies with all related requirements.		
Signature of Employer Representative		Date of Signature
<b>Part B - To be signed by the PERA member</b>		
I have accepted phased retirement employment with (check the one that applies): <input checked="" type="checkbox"/> The same governmental unit for which I am currently employed. <input type="checkbox"/> A different governmental unit than my current employer. <i>Please indicate the name of your current employer: _____ and your anticipated date of termination with this unit of government (month/day/year): _____ - _____</i>		
I have read the requirements that must be met to qualify for the phased retirement program on the back of this form and confirm that I will meet all of the criteria. I understand that my PERA retirement benefit will be effective on the first day of the month following the begin date of my initial PRO agreement; however, if my agreement begins on the first day of a calendar month, my benefit will be effective on that day. I further realize that while employed in a phased retirement position, I will not accrue service credits in PERA and my retirement benefit will not be subject to reduction under the provisions regarding reemployed annuitants (M.S. §353.37). I understand and accept the conditions of phased retirement employment described in this agreement and in M.S. §353.371.		
Signature of PERA Member		Date of Signature



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 16-0297      **Version:** 1      **Name:** Recreation Employees Summer 2016  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/4/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider hiring part time employees for Park & Recreation / I.R.A. Civic Center  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider hiring part time employees for Park & Recreation / I.R.A. Civic Center

**Background Information:**

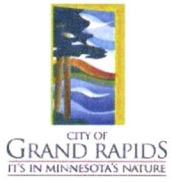
The following individuals will be hired with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex. These positions are part of the annual operating budget, begin employment May 16, 2016, and complete employment by August 30, 2016.

- Tom Grossell, Summer Sports Camp Lead, Hourly Pay Rate: \$18.00
- Ben Simula, Summer Sports Camp Lead, Hourly Pay Rate: \$18.00
- Carli Haynes, Youth Coach, Hourly Pay Rate: \$9.00
- Emily Groom, Youth Coach, Hourly Pay Rate: \$9.00
- Levi Ingle, Beach House Attendant, Hourly Pay Rate: \$9.00

**Staff Recommendation:**

City staff is recommending the approval of the hiring of the seasonal part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex.  
Make a motion approving the hiring of seasonal part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 16-0306      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/5/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider authorizing grant application to Blandin Foundation for multi use covered pavilion at the IRA Civic Center.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids Blandin Grant](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing grant application to Blandin Foundation for multi use covered pavilion at the IRA Civic Center.

Attached is a grant application which provides details related to the proposed project.

Make a motion authorizing grant application to the Blandin Foundation for multi use covered pavilion to be located at the IRA Civic Center.

# BLANDIN FOUNDATION GRANT APPLICATION

Please email all grant applications to [grants@blandinfoundation.org](mailto:grants@blandinfoundation.org). Additional supporting information such as audits, IRS determination letters, etc. can be mailed separately or scanned and sent as attachments. **If you do not hear from us directly, acknowledging receipt of your application within 72 hours of submission, please call us at 218-326-0523.**

## PROPOSAL SUMMARY

Organization Information			
City of Grand Rapids			
<i>Name of organization</i>	Grand Rapids, MN 55744	<i>Legal name, if different</i>	
420 North Pokegama Avenue	41-6005201		
<i>Address</i>	<i>City, State, Zip</i>	<i>Employer Identification Number (EIN)</i>	
218.326.7600	218.326.7608	Cityofgrandrapidsmn.com	
<i>Phone</i>	<i>Fax</i>	<i>Web site</i>	
Tom Pagel	City Administrator	218.326.7626	tpagel@ci.grand-rapids.mn.us
<i>Name of top paid staff</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
Tom Pagel	City Administrator		
<i>Name of contact person regarding this application</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
Is your organization an IRS 501(c)(3) not-for-profit?		_____ Yes	<u>X</u> No
<i>If no, is your organization a public agency/unit of government?</i>		<u>X</u> Yes	_____ No
<i>If no, list name and address of fiscal agent:</i>			
_____		_____	
		<i>Fiscal agent's EIN number</i>	

## Proposal Overview

Duration of project:      May /2016    to    December/2016  
    Month    Year     Month    Year

Please give a 2-3 sentence summary of request: The City of Grand Rapids is requesting a \$200,000 grant and a \$200,000 PIR loan to assist in financing the construction of an \$800,000 Multi-Use Outdoor Pavilion located at the IRA Civic Center. The project will be charitable in that it will provide covered space for disadvantaged youth and it will sustain and create economic development focused on our hotel and restaurant facilities who predominately employ disadvantaged adults.

Please give a 1-2 sentence summary of the geographic area your proposal will serve: This project generally serves all residents in Itasca County.

Please give a short summary of diversity on your board and staff: Our city council consists of elected officials. Our board (city council) is an elected board by the constituents of our City. It currently consists of five males. Our staff level is at 75 full-time employees consisting of 23 females and 52 males.

**Budget Summary**

Fiscal Year of Organization:	January 1 <sup>st</sup>	to	December 31 <sup>st</sup>	
	Month		Month	
Total project budget:				<u>\$800,000</u>
Total dollar amount requested of Blandin Foundation:				<u>\$200,000 grant/\$200,000 loan</u>
Total annual organization budget:				<u>\$8.5m</u>

**Authorization**

Name of CEO/Exec. Director or Board Chair: Dale Adams/Mayor

**Signature** (scanned/electronic signature acceptable) \_\_\_\_\_

If using a fiscal agent, please provide the name of the CEO/Executive Director or Board Chair: \_\_\_\_\_

**Signature** (scanned/electronic signature acceptable) \_\_\_\_\_

## PROPOSAL NARRATIVE

Please use the following outline as a guide to your proposal narrative. Take the space needed to tell your story, but try not to exceed 5-10 pages, excluding attachments. Proposals under \$10,000 should be very brief, not exceeding a few pages.

### I. ORGANIZATION INFORMATION

#### A. Brief summary of organization history, current mission, activities, and accomplishments.

Although the Multi-Use Outdoor Pavilion will serve many sports and non-athletic functions, the primary leaders in the development are the City of Grand Rapids and the Grand Rapids Amateur Hockey Association (GRAHA).

The City of Grand Rapids is celebrating its 125<sup>th</sup> anniversary as a village/city in the State of Minnesota. The City's mission statement is: *We will meet the basic needs of our city with cost effective quality services, will facilitate healthy growth, and will prepare for the long-term development of our community.*

The City provides public service generally in the following areas: Police, Fire, Public Works, Recreation, Library, and Community Development.

Beyond the daily services provided in our core service areas, in 2014 the City completed a \$90k restroom facility at the Pokegama Golf Course. This project is an accomplishment because \$45k was raised through private donations with another \$45k in material costs. This facility was constructed entirely by volunteers. In 2009, a new clubhouse was constructed with a project cost of \$1.6m, of which approximately \$400k was raised in private donations. These efforts show the dedication our community members have towards public infrastructure. One last example is the construction of a dog park in Veteran's Memorial Park. With this project the City received \$10k in private donations and matched with \$10k to complete the project this June.

GRAHA was originally organized in the 1970's. The GRAHA mission statement is: *Our Association seeks to provide a community and volunteer-driven program to promote the growth and development of our players. Our Association works to promote a fun, fair, and safe environment that maximizes participation and improves players' skills while developing sportsmanship, teamwork, and self-confidence.*

The primary activity supported by GRAHA is hockey. On an annual basis the association directly develops over 300 children's hockey skills and provides an environment where the children learn how to be team members of an organization. An ancillary outcome of these efforts is the \$3.4m in economic impact to the community's hotel and restaurant industries as determined by the University of Minnesota.

Participants under the age of eight do not pay registration fees. With this policy, a child can play for up to three years for free regardless of household income if they begin at five years of age. From eight years of age and older there is a scholarship program. GRAHA's scholarship program is based off of the free and reduced lunch program that ISD 318 uses. People seeking scholarship information either email the GRAHA coordinator for information or go directly to the GRAHA website and apply. The scholarship application is located on the homepage of the website. The application goes directly to Jim Olson at Glorvigen Accounting. Mr. Olson reviews the application and he and the GRAHA Treasurer award the scholarships to those who qualify. Five scholarships were applied for and awarded for the

2014-15 season. Three scholarships were applied for and awarded for the 2015-16 season. The GRAHA scholarship and the ISD 318 free and reduced lunch applications are located with the Attachments. There is also a "Thank You" note from one of our scholarship recipients located in the Attachments. (The participant name has been covered for privacy.)

GRAHA, for the first time, last season, partnered up with Clifton's Skate and the Grand Rapids Golf Classic Tournament and provided 36 complete sets of equipment and skates for first year players. First year players use the equipment for the hockey season and return it when the season is complete. The 2015-16 trial run of this program was very successful and we are looking forward to continue and grow this program.

GRAHA and its coaches are also very accepting and encouraging of children/players with anxiety, ADHD, and other mental health issues and learning disabilities.

*"I just wanted to say Thank You. My player's coaches have embraced the mental health issue that comes along with my player. They asked questions. They wanted to learn how my player learns and what strategies to use. They asked about the medication and how it worked. They wanted to know if my player or I had any concerns. They wanted to be informed. They checked in with me several times throughout the year. They cared!" (name withheld for privacy)*

Over the last four years participation numbers have grown 14.38%. In the 2012-13 season there were 320 players and last year there was 366 players. GRAHA is estimating 412 players for the 2016-17 season which will recognize a growth of 28.75% since 2012-13. The participant numbers, ages and growth percent chart are located in the attachments.

GRAHA tries to reach out to every family in our community to invite them to play hockey. An email is sent out to our past players letting them know that registration is open. GRAHA reaches out to prospective players through social media, the GRAHA website, newspaper ads and we ask our current association members to help spread the word. They also put yard signs out at all of the elementary schools, the middle school, the IRA Civic Center, Target, Cub, Ogles, Walmart and some of the banks. ISD 318 kindly helps GRAHA out by letting them put fliers in every child's Tuesday folder, K-4th grade, at every elementary school. RJEMS makes an announcement at every lunch, for a week, that if students are interested, the fliers are located in the activities information bin.

ISD 318 does not track grades, grade point average or MCA scores of their student athletes.

"Over 7.5 million high school students participate in interscholastic athletics each year (National Federation of State High School Associations, n.d.). Proponents of high school sport programs believe these activities contribute to the overall education of students. The mission statement of the National Federation of State High School Associations (NFHS) supports this belief by stating that it serves "...students by providing leadership for the administration of education-based interscholastic activities, which support academic achievement, good citizenship and equitable opportunities" (National Federation of State High School Associations, n.d.). In fact, in "The Case for High School Activities," the National Federation of State High School Associations (2008) emphasizes that students who participate in high school sports make higher grades. Even the National Association of State Boards of Education (2004) claims the purpose of high school sports "...is to enhance the whole school experiences for all students. Academic achievement must always be considered the priority" (p. 5)."

<http://quod.lib.umich.edu/j/jsas/6776111.0004.108/--comparing-the-academic-performance-of-high-school-athletes>

"A [new study](#) from the University of Kansas suggests that there's a simpler, more universal way to motivate students: Give them a reason to come to school—even if that reason has nothing to do with academics. University of Kansas's Angela Lumpkin and Rebecca Achen analyzed high-school testing, graduation, and attendance data and found that Kansas's student athletes go to school more often than non-athletes. They also have higher graduation rates: 98 percent of athletes in Kansas's class of 2012 graduated, compared with 90 percent of non-athletes."

<http://www.theatlantic.com/education/archive/2014/01/athletes-are-more-likely-to-finish-high-school-than-non-athletes>

GRAHA runs on volunteers. GRAHA had twenty-eight volunteer coaches for the 2015-16 season. These coaches put in anywhere from five to twenty-five hours a week into not only coaching the game of hockey, but also mentoring the children of our community. Our parents volunteered over 3,028 hours for the 2015-16 season. They are teaching their players how to give back.

- B. Is your organization best positioned to do the proposed work? Are there opportunities to work together with other organizations for increased impact?

The City of Grand Rapids, with an annual operating budget of \$8.5m and an expenditure budget that includes public infrastructure projects, regularly exceeds \$14m. The City does not anticipate any issues with our ability to execute the proposed project. As with the previous two expansions of the IRA Civic Center dating back to the 1980's and 1990's, the City is partnering with GRAHA who has donated/deposited \$200k to the City for this proposed project, has committed up to \$10,000 annually, for ten years, from its GRAHA Gambling account to assist with the repayment of the Blandin PIR loan, and is taking the lead in raising \$200k in private donations.

The proposed facility will be utilized by GRAHA primarily from December through February on an annual basis. From March through November, the facility will be available for use by dry floor activities which may include ISD 318 Spring/Fall sports, Lacrosse, and potentially the Itasca Pickle Ball Association if they are open to the concept.

Please note that the City and GRAHA are open to any organization that wants to participate in this project.

- C. Describe what steps your organization takes to include a broad range of perspectives from the community you seek to serve such as board and staff members from diverse backgrounds.

The city council is made up of elected officials. The City's boards and commissions consist of appointed members by the city council. A recent example of achieving diversity was the establishment of the Citizens Advisory Board which will provide input to the Police Department in the development of policies. It took well over one year to gather enough applicants that would ensure diversity within the group.

- D. Identify specific steps your organization is taking to improve organizational effectiveness.

The City of Grand Rapids is constantly looking for ways to be more effective and efficient. Our primary focus at this time is in communicating with our constituents. With the assistance of a part-time communication person, the City is reaching out through multi-media efforts

including the traditional newspaper, television, Facebook, and website at:  
<http://cityofgrandrapidsmn.com/>

## II. PURPOSE OF GRANT

### A. Background

1. Describe the opportunity your proposal addresses. What arguments do you make to motivate people toward effective action on this project?

There are two primary interconnected issues that are driving the need for the Multi-Use Outdoor Pavilion. The first is the need to provide more ice time for GRAHA players. The second is to maintain and grow the current \$3.4 million in economic impact that the IRA Civic Center provides to the community, especially during the winter.

The concept of a Multi-Use Outdoor Pavilion started when the GRAHA and City hosted Hockey Day Minnesota on Pokegama Lake in 2013. As a result of that event GRAHA raised \$90k that they wanted to contribute to such a facility.

Two years ago, prior to the U of M impact study, GRAHA increase its tournament sizes from eight to twelve teams. This 50% increase played a major role in the \$3.4m in economic impact. However, it also had a negative impact to ice time availability for local kids to develop their hockey skills. In essence, there is no available ice time Friday, Saturday, or Sunday until late afternoon for ten weekends.

Recognizing the negative impact to development of the local participants, GRAHA, at their April board meeting, made a decision to reduce the number of tournament teams from twelve to eight. When the City was notified of this decision, a meeting between the GREDA and City staff was established to determine who to maintain both benefits of economic impact and ice time availability.

As a result of the joint meeting, GREDA recognizes the economic need of the hotels and restaurants in the winter. As a result, they committed \$200k in cash, will lead the community fund raising of an additional \$200k, and commit up to \$10,000 annually to assist with payback of the Blandin PIR loan to construct the Multi-Use Outdoor Pavilion. In addition, they agreed to increase the participant tournament teams from eight to twelve.

2. What organizations and individuals are involved in planning and implementing the project? How will you include community members who have historically not been represented in decision making in your community?

With GRAHA essentially responsible for up to \$500k of the project funding, they are playing a major role in the planning and implementing of the project. At this time, the City has reached out to ISD 318, ICC, and Grand Rapids Area Lacrosse Association. There are letters of support in the Attachments. Recognizing there is opportunity to utilize the facility from March through November, the City and GRAHA welcome any organization that wants to participate in the planning. This is a living facility and will be flexible in design so that it can be easily adapted for sports and other uses in non-ice seasons.

To ensure community input, the City and GRAHA will host up to four public meetings at various locations to gather public input.

3. What key relationships will need to be developed that will allow the project to overcome obstacles it faces?

The City and GRAHA are not anticipating obstacles with this project. The most important thing both organizations can do is continue to talk to other organizations to see if they have an interest in participating.

#### B. Implementation

1. How will this project address one of the Foundation's focus areas found in the following grid? **Grantees are not expected to contribute to all of the focus areas – identify the one that best fits with your efforts.** For more detailed information on the focus areas and eligibility, please visit our website at [www.blandinfoundation.org](http://www.blandinfoundation.org)

Focus Area 1: Expand Opportunity – Under this focus area the Multi-Use Outdoor Pavilion strengthens the inter-relationships between economy, education and inclusivity by ensuring that our hospitality industry continues to survive through the winter months. This is a critical industries that employees a large number of disadvantaged people in our community. As stated earlier and referenced, the National Federation of State High School Associations (2008) emphasizes that students who participate in high school sports make higher grades. The GRAHA program encourages inclusivity by provide no registration fees for children up to eight years of age, free use of equipment for first year players, and scholarships to participants whose family income meets the free and reduced lunch program that ISD 318 uses.

Focus Area 2: Itasca County Area Vitality – With this focus area there is current collaboration between the City of Grand Rapids and GRAHA. Both entities are welcoming to other organizations who can utilize the facility. GRAHA has committed to a significant matching contribution of \$200k, plus up to \$10,000 annually to assist with payment of the Blandin Foundation PIR loan, and leading a community fund drive of \$200k, totally \$500k of an \$800k project.

2. What are the intended outcomes for the project? Refer to the outcomes in the grid below for guidance in drafting outcomes for your project that are consistent with the Foundation's assessment system. If the outcomes in the grid fit your project well, feel free to use them. If there are other outcome statements that fit your project more closely, please include them.

The intended outcomes of this project are: 1) Increased ice availability for our youth; 2) Increased economic vitality for our tourism industry; 3) Sustained employment for our disadvantaged workforce; and 4) Increased availability of dry floor space for other sports activities.

3. What strategies and activities will be employed to achieve these outcomes?

This strategy is straight forward. By providing ice time with an additional sheet of ice for our local participants, addition out of town teams can participate in tournaments and rent hotel rooms and purchase meals at the local restaurants.

4. What are the goals of your project?

The intended goals of this project are: 1) Increased ice availability for our youth; 2) Increased economic vitality for our tourism industry; 3) Sustained employment for our



disadvantaged workforce; and 4) Increased availability of dry floor space for other sports activities.

5. Who will carry out these activities? Do they have the requisite skills and experience?

The City of Grand Rapids will lead the construction of the Multi-Use Outdoor Pavilion and maintain the facility. GRAHA will organize the tournaments and maintain a twelve team tournament so that our tourism industry is sustained. They will also coordinate their program participants ice time to ensure that they receive additional coaching and learning with the new facility.

6. What is the time frame in which this will take place?

The City and GRAHA's goal is to have this facility completed by November 1, 2016.

7. What are long-term strategies (if applicable) for sustaining this effort?

The long-term strategy is to ensure that there is the availability of ice for local participants while contributing to the community's economic vitality.

### III. ASSESSMENT

- A. All grantees are asked to report on at least some of the indicators in the following grid that correspond to the outcomes you stated above in Section II.B.2. Which of the indicators are relevant to your project?

The indicator that is most relevant is: Increased student success resulting from collaborations between parents, school systems, employers, and other entities.

- B. Are there additional indicators you would like to use that are more relevant to your grant?

No.

- C. Explain the process that will be used to measure and document whether progress is being made toward the outcomes and indicators you have identified.

The City will monitor the ice time utilized by GRAHA and will confirm that tournament team participation has been sustained.

### IV. BUDGET

- A. Provide a brief statement of the amount and type of resources that will be needed to see this project through, and steps you are taking to mobilize the necessary resources.

This project will require the funding of \$800k to be generated by GRAHA, the Blandin Foundation, and the City. A letter from GRAHA committing to the funding is in the Attachments.

- B. Submit a copy of your organizational budget. If you are seeking support for activities other than general operations, please submit a project budget as well. Feel free to attach a narrative explaining your numbers if necessary. The budget should include both sources of INCOME for the project (indicate if these funds have been secured or are pending) as well as major

EXPENSE categories. BE CERTAIN TO INCLUDE NON-CASH MATCHING CONTRIBUTIONS TO THE PROJECT.

The following table identifies the project expenditures and sources of funding:

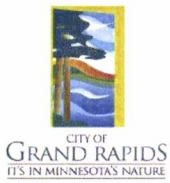
<b>Opinion of Cost/Funding Multi-Use Outdoor Pavilion</b>	
<b>Item</b>	<b>Cost</b>
Pavilion	405,000
Bituminous Flooring/Paving	100,000
Sports Surfacing	15,000
Concrete Curb for Boards	16,000
Dasher Boards	40,000
Lighting/Electrical	30,000
Site Prep	10,650
Score Board/PA System	20,000
New Warming House	30,000
<b>Total</b>	<b>666,650</b>
Engineering/Architecture (20%)	<u>133,350</u>
<b>Total Expense</b>	<b>800,000</b>
<b>Funding</b>	
GRAHA	200,000
Private Donations	200,000
Blandin Foundation - Grant	200,000
Blandin Foundation - PIR Loan	200,000
Other	<u>0</u>
<b>Total</b>	<b>800,000</b>

## V. ATTACHMENTS

- A. Most recent financial statement, preferably from a formal audit if available, showing actual expenses. This information should include a balance sheet, a statement of activities (or statement of income and expenses) and functional expenses.
- B. Additional funders. List names of corporations and foundations from which you are requesting funds, with dollar amounts, indicating which sources are committed or pending.
- C. List of board members and their affiliations.
- D. Brief description of key staff, including qualifications relevant to the specific request. Also provide information on the number of staff in the organization and use of volunteers.
- E. A copy of your current IRS determination letter (or your fiscal agent's) indicating tax-exempt 501(c)(3) status.

<b>PROPOSAL CHECKLIST</b>
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- Completed proposal summary form
- Proposal narrative
- Organization budget
- Project budget
- Financial statements, preferably audited
- List of additional funders
- List of board members
- Description of staff
- IRS determination letter or confirmation of fiscal agent



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 16-0307      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/5/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider authorizing a refund to NoPo Coffee Co., LLC for the unlicensed portion of 2016 and issue payment in the amount of \$275.00  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider authorizing a refund to NoPo Coffee Co., LLC for the unlicensed portion of 2016 and issue payment in the amount of \$275.00

**Background Information:**

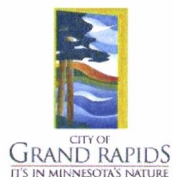
NoPo Coffee Co. LLC has obtained an On-sale Wine License with Strong Beer Authorization and an On-sale 3.2 Malt Liquor license. In the past, the City Council has pro-rated licensing fees when issued for partial years. The applicant paid the fees of \$275 for 3.2 Malt Liquor license and \$550 for on-sale Wine license in full and the license has been issued for May through December 2016.

**Staff Recommendation:**

Issue a refund in the amount of \$275 for the unlicensed portion of 2016.

**Requested City Council Action**

Make a motion authorizing refund to NoPo Coffee Co., LLC for the unlicensed portion of 2016 and issue payment in the amount of \$275.00



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 16-0311      **Version:** 1      **Name:** Termination-Wilson, Mutchler  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/5/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider terminating temporary employees from the IRA Civic Center.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider terminating temporary employees from the IRA Civic Center.

**Background Information:**

James Wilson was hired on August 8, 2008 as maintenance employee for the IRA Civic Center. We are requesting that he be terminated and removed from the roster effective March 23, 2016.

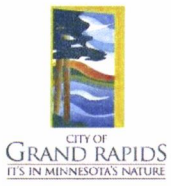
Sam Mutchler was hired on October 29, 2013 as a concession employee for the IRA Civic Center/Grand Rapids Sports Complex. We are requesting that she be terminated and removed from the roster effective May 10, 2016.

**Staff Recommendation:**

City staff is recommending the termination of James Wilson effective March 23, 2016 and Sam Mutchler effective May 10, 2016.

**Requested City Council Action**

Make a motion approving the termination of temporary employees at the IRA Civic Center.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 16-0314      **Version:** 1      **Name:** Board & Commission minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 5/5/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**

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

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [February 17, 2016 HRA Minutes](#)  
[July 15, 2015 Civic Center, Park & Rec Board](#)  
[March 16, 2016 HRA minutes](#)  
[March 30, 2016 Human Rights Minutes](#)  
[October 14, 2015 Civic Center, Park & Rec Board](#)

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

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING February 17, 2016**

**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 401 River Road, Grand Rapids, MN.

**CALL OF ROLL**

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

**HRA:** Executive Director – Jerry Culliton

**PUBLIC FORUM**

None

**APPROVAL OF MINUTES**

Commissioner Rossman made a motion to approve the Re-organization meeting minutes of January 20, 2016 as presented. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried. Commissioner Rossman made a motion to approve the Regular meeting minutes of January 20, 2016 as presented. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**FINANCIAL REPORTS**

Discussion was held among the Board members on the financial reports for January, 2016 for the General Fund, Public Housing Fund, Crystal Lake Townhomes Fund, Pooled Housing Fund. Commissioner Henrichsen made a motion to approve all financial reports as presented. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**APPROVAL OF VERIFIED CLAIMS**

Commissioner Chandler made a motion to approve the Public Housing verified claims in the amount of \$58,918.16. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Chandler made a motion to approve Crystal Lake Townhomes verified claims in the amount of \$28,834.16. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Chandler made a motion to approve the Pooled Housing verified claims in the amount of \$69,550.73. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**APPROVED**

**PUBLIC HOUSING REPORT**

Director Culliton stated; we are 100% occupied at the 411 apartments and have one vacancy at the 401 River Road building and are currently calling applicants on the waiting list, otherwise operations are normal and routine at both buildings.

**CRYSTAL LAKE HOUSING REPORT**

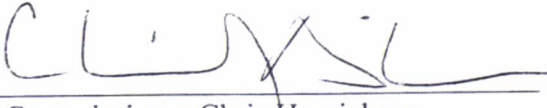
Director Culliton gave a report stating; we have eight vacant units, otherwise operations are normal and routine.

**POOLED HOUSING REPORT**

Director Culliton gave a report stating; we are 100% occupied at Lake Shore Place, we have three vacancies at Forest Park West, the roofing bids would most likely placed on the March agenda for approval by the Board.

**OTHER MATTERS**

There being no further information of the HRA of Grand Rapids for February 17, 2016, Commissioner Chandler made a motion to adjourn the meeting at 4:35 p.m. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

Signed   
Secretary, Commissioner Chris Henrichsen

**APPROVED**



**CIVIC CENTER AND PARKS AND RECREATION ADVISORY BOARD**  
**Regular Monthly Meeting**  
**July 15, 2015 – 5:30 p.m.**

The IRA Civic Center and Park and Recreation Advisory Board held its regular monthly meeting on Wednesday, July 15, 2015 at the IRA Civic Center.

**I. CALL TO ORDER**

**Board Members Present:** Rick Blake, Melanie DeBay, Tina Glorvigen, Brad Hyduke, Steve Oleheiser, Peter Miskovich

**Board Members Absent:** Lilah Crowe, Justin Lamppa, Kim Smith

**Staff Present:** Dale Anderson, Sara Holum and Tony Clifton

**Visitors:** None

**II. FINANCIAL REPORTS**

**None Presented.**

**III. MINUTES**

The minutes from the last regular meeting held on April 8, 2015 were presented to the board.

**A motion was made by Hyduke and second by Debay to accept the April 8, 2015 minutes as presented.**

**Upon roll call vote, the following voted in favor thereof: Blake, DeBay, Glorvigen, Hyduke, Oleheiser, Miskovich. Those opposed: none. Motion carried.**

**IV. SETTING THE AGENDA**

Under New Business added:

- d. Discuss meeting dates and times for the board meetings.

**V. OLD BUSINESS**

- a. Discuss Dog Park Development

Dale discussed that there is an eight-person committee headed by Debbie Morris and is in the process of setting up a fundraisers (possibly a dog walk) for the fencing.

**VI. NEW BUSINESS**

- a. Discuss Appointments and positions

**A motion was made by Miskovich and second by Debay to have Justin Lamppa serve as the Chair and Lilah Crowe serve as the Vice Chair on the advisory board.**

**Upon roll call vote, the following voted in favor thereof: Blake, DeBay, Glorvigen, Hyduke, Oleheiser, Miskovich. Those opposed: none. Motion carried.**

b. Set next season's ice rates:

Dale discussed his conversation with Tony Ward of the Public Utilities where Tony explained there is going to be an increase between 4% and 5% on electricity in the upcoming year. With this projection, Dale proposes a 3% increase on the ice rate.

**A motion was made by Glorvigen and second by Blake that the ice rates increase by 3% starting September 1, 2015 to the following ice rates:**

- **Non-prime - from \$100 to \$103 per hour;**
- **Standard (game and practice) – from \$128 to \$132 per hour; and**
- **Tournament/Competition – from \$174 to \$180 per hour.**
- **GRAHA's practice and game ice will have a maximum set at \$125,500 per season.**

**Upon roll call vote, the following voted in favor thereof: Blake, DeBay, Glorvigen, Hyduke, Oleheiser, Miskovich. Those opposed: none. Motion carried.**

c. Discuss state bonding requests

Dale explained the application process for the state bonding request which he did on-line. It included plans for an elevator, renovation of the upper lobby, east rink meeting rooms, and a bar and restaurant with a viewing area. Unfortunately we were set as #3 in priorities behind the pedestrian bridge by the library and the relocation of Showboat.

Dale has resubmitted the dehumidification application. Dale spoke of the Minnesota Sports Commission which is heading the Mighty Ducks grants of \$2.1 million. In August Dale is to find out how they operate and would like to research the possibility of two new battery resurfacers for approximately \$220,000.

d. Discuss meeting dates and times for the board meetings.

After some discussion, it was decided to leave the board meeting dates and times as they are: second Wednesday of the month at 5:30 p.m. at the IRA Civic Center.

## **STAFF REPORT**

a. Programs and events update

i. Summer programs.

Ice: Ice is in and filled with hockey camps, girls and boys high school and tournaments, Stauber Goalcrease Camp, figure skating groups, adult groups and local private rentals.

Dryfloor: Lake Woods Chrysler Car Sale went awesome. There are a couple of weddings booked for the summer/fall.

Blandin Beach: Tony explained that ICC had done a water testing \_\_\_\_\_

Tball, coach-pitch and knee high soccer: All went really well.

Summer sports camp: The camp is going really well with the different opportunities. The camp is exposing kids to different sports that they wouldn't normally do so it's been a real hit.

ii. Playground updates

McGowan and Willow parks are both updated. The playground for the Remer/Deschepper park is at Public Works and the plans are to have it installed in September.

**CORRESPONDENCE**

Nothing to report.

There being no further business, the meeting was adjourned.

Respectfully submitted: Sara Holum

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING March 16, 2016**

**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 Forest Park West, 650 NW 20<sup>th</sup> Ave. 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 Marilyn Rossman

**HRA:** Executive Director – Jerry Culliton

**ABSENT:** Commissioner Chris Henrichsen, Commissioner Joe Chandler

**PUBLIC FORUM**

Michele Carlson addressed the Board.

**APPROVAL OF MINUTES**

Commissioner Rossman made a motion to approve the Regular meeting minutes of February 17, 2016 as presented. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**FINANCIAL REPORTS**

Discussion was held among the Board members on the financial reports for February, 2016 for the General Fund, Public Housing Fund, Crystal Lake Townhomes Fund, Pooled Housing Fund. Commissioner Rossman made a motion to approve all financial reports as presented. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**APPROVAL OF VERIFIED CLAIMS**

Commissioner Zeige made a motion to approve the Public Housing verified claims in the amount of \$52,224.40. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried. Commissioner Zeige made a motion to approve Crystal Lake Townhomes verified claims in the amount of \$23,804.36. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried. Commissioner Zeige made a motion to approve the Pooled Housing verified claims in the amount of \$52,950.65. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**PUBLIC HOUSING REPORT**

Director Culliton stated: we are 100% occupied with a short waiting list otherwise operations are normal and routine at both buildings.

**APPROVED**

**CRYSTAL LAKE HOUSING REPORT**

Director Culliton gave a report stating; we continue to have eight vacant units with another move out for the month of April, we will now be going to an employment agency to help fill the position of housing specialist for Crystal Lake Townhomes of which the Board agreed, otherwise operations are normal and routine.

**POOLED HOUSING REPORT**

Director Culliton presented a report stating that we have two openings at Forest Park West along with a short waiting list. Lake Shore Place is 100% occupied.

**CONSIDER LAKE SHORE PLACE RE-ROOF BIDS**

Director Culliton presented the bid tabulation sheet for the Lake Shore Place re-roof, the lone bid was Ballman Roofing and Coating out of Kasota, Minnesota. After reviewing the bid and discussion among the Board, and the Executive Director, Commissioner Rossman made a motion to authorize award of the bid to Ballman Construction, after the architect was satisfied with their references, and their ability to complete the project, and if conditions were not met, then authorize the re-bid of the roofing at Lake Shore Place. Seconded by Commissioner Zeige. Voting, Aye all. Motion carried.

**OTHER MATTERS**

**CONSIDER PROJECT AND PRINCIPAL REDUCTION**

After discussion among the Board, Commissioner Zeige made a motion to authorize the Executive Director to make a maximum 15% pay-down of the existing principal on the Forest Park West, Lake Shore Place projects. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

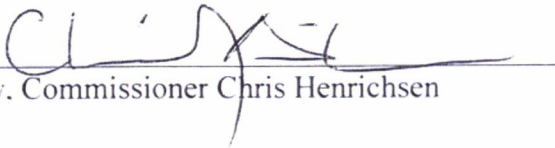
Commissioner Rossman made a motion to accept the letter form the City addressed to Chairperson Salmela and that it is placed on the April agenda. Seconded by Commissioner Zeige. Voting Aye all.

The Executive Director addressed the Board on the condition of the 15 – 20 year old lawn mowers used for 411 and Crystal Lake Townhomes. After some discussion, Commissioner Rossman made a motion to authorize the Executive Director to purchase a new lawn mower for the complexes following our procurement policy. Seconded by Commissioner Zeige. Voting Aye all. Motion carried.

**APPROVED**

**Grand Rapids HRA  
Meeting Minutes 3/16/2016  
Page 3**

There being no further information of the HRA of Grand Rapids for March 16, 2016, Commissioner Zeige made a motion to adjourn the meeting at 5:05 p.m. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

Signed   
Secretary, Commissioner Chris Henrichsen

**APPROVED**

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 of City Hall, Grand Rapids, Minnesota, on Wednesday, March 30, 2016 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll, the following members were present: Commissioners Becky LaPlant, Jackie Dowell, Doug Learmont, Melissa Weidendorf, Karen Noyce and Alice Moren

**Absent:** Frieda Hall, Mary Jo Wimmer, and John Schirber

**Visitor:** None

**Staff:** Michele Palkki, Administrative Assistant

**CALL TO ORDER**                      The meeting was called to order at 4:00 pm by  
Commissioner Noyce

**SETTING AGENDA**                      Nothing to add

**APPROVAL OF MINUTES**      February 24, 2016

**MOTION BY COMMISSIONER LAPLANT, SECOND BY COMMISSIONER MOREN TO APPROVE THE MINUTES OF FEBRUARY 24, 2016 with the corrections. Motion passed by unanimous vote.**

**FINANCIALS**

The membership to the League of MN Cities Human Rights has been paid.

**CORRESPONDENCE**

The 2016 Commission Contact list was distributed to the Commission. Commissioner Noyce read a thank you that Barb Sanderson sent to the Commission.

Melissa Weidendorf arrived at 4:15 pm

**REPORT ON CALLS/INQUIRIES**      Nothing to report

### **CIRCLE OF HEALING**

Commissioner Noyce gave a report regarding the happenings for Circle of Healing.

- Gerald White was present at the last Circle of Healing meeting and reported that he is interested in having a meeting in the near future in hopes of getting more Native American teachers.
- Met with the Arts and Culture Commission regarding language for the City Entrance signs and buildings. The Human Rights Commission will work on this with the City and the Circle of Healing. The Arts and Culture Commission will work on other forms of native placemaking.
- The next meeting will be in Ball Club on April 19.

### **ITASCA DIVERSITY ALLIANCE**

Commissioner Noyce reported that the outcomes now focus on communities of color. We are to educate on issues that are occurring today. Communication – social opportunities. The next meeting will be held April 11 at 4:00 pm in Conference Room 2B in City Hall.

### **BIG VIEW UPDATE**

Commissioner Moren reported that the series Race – The Power of an Illusion has had a great response.

The next upcoming event is called “Heroin”, scheduled for Monday, April 11, 2016 in the Stender Community Room at the Blandin Foundation from 6 until 8:00 pm. This will be comprised of five experts; Michelle Vietanan, Vic Williams, Mark Weller, Bob Stein, and Brian Mattson. Pizza will be served.

### **OLD BUSINESS**

Nothing to report

### **NEW BUSINESS**

#### **Election of Officers**

A discussion was held regarding the Election of Officers.

**MOTION BY COMMISSIONER NOYCE, SECOND BY COMMISSIONER LAPLANT TO NOMINATE COMMISSIONER WIEDENDORF AS CHAIR. Motion passed by unanimous vote.**



**Election of officers continued.**

**MOTION BY COMMISSIONER WIEDENDORF, SECOND BY COMMISSIONER LAPLANT TO NOMINATE COMMISSIONER NOYCE AS VICE CHAIR. Motion passed by unanimous vote.**

**Ojibwe Language/Indigenous People's Day**

A discussion was held regarding these two items as possibly one project. The Commission would take the language and move it as part of the Indigenous People's Day.

The Human Rights Commission is in charge of putting something each together year on Indigenous People's Day, This can be comprised of whatever the Commission wishes to do. The banners were purchased last year and are owned by the City. Public Works will take care of putting them up prior to the event. A discussion was held that the program this year could be on language, history or cultural signage. The Commission will keep this open for discussion to determine what the program will be.

**125<sup>th</sup> Grand Rapids Celebration**

A discussion was held as to what the Commission wants to do in participating in the celebration. More discussion will be held on this topic.

The meeting was adjourned at 5:15 pm

The next meeting is scheduled for April 27, 2016

Respectfully submitted, Michele Palkki, Administrative Assistant

**CIVIC CENTER AND PARKS AND RECREATION ADVISORY BOARD**  
**Regular Monthly Meeting**  
**October 14, 2015**

The IRA Civic Center and Park and Recreation Advisory Board held its regular monthly meeting on Wednesday, October 14, 2015 at the IRA Civic Center.

**I. CALL TO ORDER**

**Board Members Present:** Rick Blake, Lilah Crowe, Brad Hyduke, Steve Oleheiser, Kim Smith

**Board Members Absent:** Melanie DeBay, Tina Glorvigen , Justin Lamppa, Peter Miskovich

**Staff Present:** Dale Anderson, Sara Holum

**Visitors:** None

**II. FINANCIAL REPORTS**

**None Presented.**

**III. MINUTES**

The minutes from the last regular meeting held on July 15, 2015 were presented to the board.

**A motion was made by Oleheiser and second by Blake to accept the July 15, 2015 minutes as presented.**

**Upon roll call vote, the following voted in favor thereof: Blake, Crowe, Hyduke, Oleheiser, Smith. Those opposed: none. Motion carried.**

**IV. SETTING THE AGENDA**

No items were added for discussion.

**V. OLD BUSINESS**

- a. Discuss Dog Park Development

Dale discussed the progress of the dog park development and stated there has been at least \$7,000 taken in from fundraising. Dale asks the Board to continue to promote the dog park. There was a discussion of reaching out to organizations such as the Kiwanis, Rotary, etc. for help in the development of the park.

**VI. NEW BUSINESS**

- a. **Discuss Mighty Ducks Grant request.** Discussion took place on the Civic Center's submission of the Mighty Ducks application.
- b. **Discuss sprinkler system repair at Civic Center.** Dale updated the board on the sprinkler repair system that is supposed to be finishing up on Thursday.

c. **Discuss next year's dry-floor rates.** Keep the amounts the same as last year.

**A motion was made by Blake and second by Oleheiser to approve that dry-floor rates in 2016 will not increase.**

**Upon roll call vote, the following voted in favor thereof: Blake, Crowe, Hyduke, Oleheiser, Smith. Those opposed: none. Motion carried.**

**STAFF REPORT**

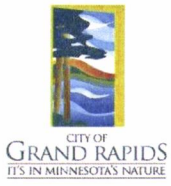
a. Programs and events update. Dale discussed that the parks and recreation department was looking at any type of revenue generating items until the end of the year.

**CORRESPONDENCE**

Nothing to report.

There being no further business, the meeting was adjourned.

Respectfully submitted: Sara Holum



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 16-0292      **Version:** 1      **Name:** Finance Dept Head Report  
**Type:** Department Head Report      **Status:** Department Head Report  
**File created:** 4/28/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Finance Department Head Report  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Dept Head Report 050916.pdf](#)

Date	Ver.	Action By	Action	Result
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Finance Department Head Report

**Background Information:**

Please see attachment.



CITY OF  
**GRAND RAPIDS**  

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IT'S IN MINNESOTA'S NATURE

**FINANCE DEPARTMENT**

# Finance Department Report

On an annual basis the Finance Department is involved in many recurring activities:

- Budgets
- Annual Audit
- Issuing Bonds
- Financial Reporting
- Grant Monitoring and Reporting
- Accounts Payable/Accounts Receivable
- Payroll
- Assessments
- Treasury functions for all City entities
- Financial accounting and reporting for Grand Rapids HRA and LaPrairie.

# Finance Department Report

Tonight I would like to discuss 2015 audited financial information for the

## **GENERAL FUND REVENUE THROUGH DECEMBER 31, 2015**

- **Taxes - \$4,849,406 or 100% of Budget.** The City's collection rate for levy is 98.97% for 2015. Total collection rate including delinquent for 99.45%.
- **Licenses & Permits - \$343,201 or 139% of budget.** Building permits budget (\$293,900) and liquor licenses are at 111% of budget (\$36,600).
- **Intergovernmental - \$2,234,631 or 114% of budget.** Police Insurance 122% of budget (\$152,201) and Fire Relief Insurance Premium is at 100% (\$129,098).

# Finance Department Report

- **Charges for services - \$780,592 or 100% of budget.** Majority of charges are at 100% of budget. However GIS data fees charged to PUC & Stoel are under budget due to the fact that we did not have a construction unorganized township fire contract fees are at 117% of the budget.
- **Fines and Forfeits - \$92,775 or 90% of the budget.** Court fines are 100% and the Traffic Administration Fines are at 39% of budget. We have budget adjustments for the 2016 budget for this line item.
- **Miscellaneous - \$127,311 or 270% of budget.** Includes \$63,512 in unearned grant/contribution income and \$4,347 in insurance recovery money.
- **TOTAL - General Fund Revenue is \$8,436,500 or 103% of budget.**



# Finance Department Report

## GENERAL FUND EXPENDITURES

- **General Government - \$2,304,707 or 104% of budget.** Includes Administration, Community Development, Council, Finance, Information Technology, and Public Works.
- **Public Safety - \$3,088,561 or 98% of budget.** Includes Police, Grand Jury, Security & Fire.
- **Public Works - \$2,154,103 or 99% of budget.** Includes Engineering, Maintenance and Public Works. El Niño was on Public Works' side for the year.
- **Culture & Recreation - \$120,297 or 95% of budget.**
- **TOTAL - Total General Fund expenditures are \$7,667,668 or 100% of budget.**
- **Total Revenue over Expenditures is \$350,393**

# Finance Department Report

- **Total Revenue over Expenditures is \$350,393**

The City's General Fund balance has been as follows for the past ten years:

General Fund Balance		
Year	Amount <sup>(1)</sup>	Increase (Decrease) <sup>(1)</sup>
2006	\$5,731,000	\$15,000
2007	5,802,000	71,000
2008	5,072,000	(730,000)
2009	4,749,000	(323,000)
2010	4,941,000	192,000
2011	5,021,000	80,000
2012	5,516,000	495,000
2013	5,497,000	(19,000)
2014	5,651,000	154,000
2015	6,001,000	350,000

<sup>(1)</sup>Rounded to nearest thousand

# Finance Department Report

## Summary of General Fund Balances

Accounting standard categorizes fund balance of governmental areas: nonspendable, restricted, committed, assigned and unassigned. The unassigned funds in the General Fund is:

**Minimum cash flow-** equal to 50% of the following year's General Fund plus anticipated local government aids.

**Compensated absences-** equal to the sum of flexible time off and compere employees at each December 31.

**Emergency/Unanticipated Expenditures-** equal to 10% of the prior year General annual revenues.

**Neighborhood & economic development-** equal to the principal amount of

In addition, the City has established a specified amount of the General Fund revenue stabilization, which is reported as committed fund balance. When reserves exist, the amount committed is equal to 10% of the prior year annual

# Finance Department Report

- **Total Revenue over Expenditures is \$350,393**

At December 31, 2015, the fund balance of the General Fund was as follows:

Fund Balance Constraint	Balance 12/31/14	Increases (Decreases)	Balance 12/31/15	Targeted Balance	D
Nonspendable:					
Interfund loan	\$305,766	(\$124,164)	\$181,602	\$181,602	
Prepaid items	96,181	29,000	125,181	125,181	
Restricted:					
Cash - Superior USA	8,483	477	8,960	8,960	
Donor restrictions	5,785	2,440	8,225	8,225	
Committed:					
Revenue stabilization	331,201	91,794	422,995	816,262	
Unassigned:					
Cash flow	3,188,052	118,914	3,306,966	3,306,966	
Compensated absences	351,793	(2,191)	349,602	349,602	
Emergency / unanticipated	780,728	35,534	816,262	816,262	
Economic development	582,493	114,976	697,469	697,469	
Unassigned	-	83,613	83,613	-	
<b>Total</b>	<b>\$5,650,482</b>	<b>\$350,393</b>	<b>\$6,000,875</b>	<b>\$6,310,529</b>	

# Finance Department Report

## **PROJECTS FOR FINANCE IN 2016:**

- Review Request for Proposals for Public Finance Services
- Start budgeting process for 2017
- File Annual Financial Report to Office of State Auditor
- Submit Comprehensive Annual Financial Report for Certificate of Achievement for Excellence in Financial Reporting Program
- Purchase and prepare for implementing new Time Tracking System
- Issue Bonds for CP2017-1, 5<sup>th</sup> Street & 8<sup>th</sup> Avenue NE

# Finance Department Rep

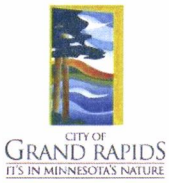
## **FINANCE DEPARTMENT STAFF:**

- **Assistant Finance Director – Laura Pfeifer**
- **Accountant – Renee Patrow**
- **Accounting Technician/Accounts Payable - Lisa Flaherty**
- **Payroll Clerk/Human Resources Technician – Cindy Phillips**

**Each member of the Finance department has been cross-trained and can have adequate coverage if someone needs to be absent.**

Finance Department Repc

**QUESTIONS?**



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 16-0296      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 5/3/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider approval of an Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for the provision of Building Code enforcement, permitting and inspection services.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Interlocal Agreement for Building Code Enforcement](#)

Date	Ver.	Action By	Action	Result
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Consider approval of an Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for the provision of Building Code enforcement, permitting and inspection services.

**Background Information:**

The City of LaPrairie will be losing the services of their Building Official (Limited) at the end of May. In anticipation of this, the City of LaPrairie approached the Community Development Department to explore the potential for backfilling of this function, as well as their contracted Building Official for commercial construction, through a cooperative arrangement with the City of Grand Rapids.

Minnesota Statute 471.59 provides that two governmental units may jointly or cooperatively exercise any power that is common to the governmental units; such as, enforcement of the State Building Codes, adopted by each.

In reviewing this we considered the type and number of building permits, on average, the City of LaPrairie has historically issued in light of our present staffing, and with a goal of not impacting our level of service to City of Grand Rapids customers. Because the demands on our staff is subject to other variables, primarily the level of building permit activity in Grand Rapids, we've concluded the best and only way to determine if our staffing level is adequate to take on this additional work is through implementation. If, through implementation, it is determined that a portion of an additional position is needed, the City Council would have the option to use the revenue from these building permits to fund a portion of a position. The Agreement would also provide the option for termination of the service.

In our proposed structure for this cooperative agreement, we also sought to retain sufficient revenue from these building permits to fully fund the cost of delivering this service. We feel that the proposed structure of the Agreement meets with these objectives and provides for a significant collaboration between Grand Rapids and LaPrairie, one that provides additional efficiency in the delivery of services to our area.

The general features of the Interlocal Agreement include:

- The services would be limited to building code enforcement and would not include enforcement of other LaPrairie ordinances; such as blight, zoning, rental codes, etc.
- The City of Grand Rapids would retain 85% of the building permit fee revenue. The remaining amount would be paid out to the City of LaPrairie on an annual basis to fund the enforcement of their Zoning in association with those permits. This split is based upon an average of data taken from our annual reporting to the State of



Minnesota.

- Other building code enforcement services, not associated with a building permit, will be charged at an hourly rate, consistent with the City's fee schedule.
- If the City of Grand Rapids uses the services of the Grand Rapids City Attorney to handle enforcement, prosecution or other services under the agreement, the City of LaPrairie will reimburse Grand Rapids.
- The term for the Agreement is one year, which can be extended for an additional year automatically if notice of intent not to renew is not issued.

This Interlocal Agreement was previously approved by the City Council of LaPrairie on April 18, 2016.

**Requested City Council Action**

A motion to approve an Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for the provision of Building Code enforcement, permitting and inspection services.

**INTERLOCAL AGREEMENT BETWEEN  
CITY OF GRAND RAPIDS AND CITY OF LAPRAIRIE  
FOR THE PROVISION OF BUILDING CODE ENFORCEMENT,  
PERMITTING AND INSPECTION SERVICES**

**THIS AGREEMENT** is entered into this 18 day of April, 2016, by the City of Grand Rapids ("Grand Rapids") and City of LaPrairie ("LaPrairie"), neighboring municipal corporations organized and existing under the laws of the State of Minnesota.

**RECITALS**

**WHEREAS**, LaPrairie desires to contract with Grand Rapids for the provision of building permit review and code enforcement services for residential and commercial construction; and

**WHEREAS**, Grand Rapids desires to assist LaPrairie and has the ability to provide services to the extent and on terms provided for herein, and

**WHEREAS**, under Minn. Stat. Sec. 471.59, two or more governmental units, by agreement, may jointly or cooperatively exercise any power common to the units;

**WHEREAS**, both entities are governmental units possessing the authority to enter into a cooperative agreement for this purpose;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

I. Scope of Services:

1.1 Grand Rapids shall provide LaPrairie with building code review, permitting, and code enforcement services pursuant to the Grand Rapids City Ordinances and Minnesota State Building Code for the term of this Agreement and any renewals hereunder. The scope of services to be provided are more particularly described in "Exhibit A," attached hereto and made a part hereof by reference. Services will be limited to building code enforcement and will not include enforcement of other ordinances such as zoning, blight, rental codes, etc.

1.2 LaPrairie agrees to abdicate all legal enforcement authority to Grand Rapids to handle enforcement of State Law and City Ordinances pertaining to the State Building Code. All legal enforcement actions will be deemed the responsibility of the City of Grand Rapids. If enforcement of the hazardous building provisions or other legal or criminal proceedings arise, Grand Rapids will refer such matters to the Grand Rapids City Attorney. The need to engage the services of the City Attorney will be determined by Grand Rapids in its sole judgment.

1.3 Grand Rapids will maintain responsibility for all personnel providing services under this agreement and shall maintain workers compensation coverage for its employees.

LaPrairie agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify Grand Rapids for any and all claims occurring while its personnel and equipment are working under its direction. These indemnities shall include attorney's fees and costs that may arise from providing services under this agreement.

For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of Grand Rapids are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of LaPrairie only as it pertains to the establishment of civil liability and the ascertainment of monetary damages.

LaPrairie agrees to defend and indemnify Grand Rapids against any claims brought or actions filed against Grand Rapids or any officer, employee, or volunteer of Grand Rapids for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by LaPrairie pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this agreement is to impose on LaPrairie a limited duty to defend and indemnify Grand Rapids for claims arising within LaPrairie's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

1.4 All permits, applications, records, data and forms will remain with and are the property of Grand Rapids while providing these services.

## 2. Consideration:

2.1 For purposes of this Agreement, LaPrairie will adopt the fee schedule of Grand Rapids. Grand Rapids may adjust its fee schedule at its discretion.

2.2 Grand Rapids will retain 85% of the building permit fee revenue, with the remaining 15% to be paid to LaPrairie on an annual basis by January 31 of each following year during the term of this Agreement.

2.2.1 If, during the term of this Agreement, the City of Grand Rapids is awarded a Municipal Delegation Agreement, from the Minnesota Department of Labor and Industry, for building code administration on public buildings and state licensed facilities in the City of LaPrairie, an addendum to this Agreement will be necessary in order to establish a unique formula for building permit revenue for those types of project. The formula in Section 2.2 will not apply.

2.3 For building permits already issued and for which fees have already been collected by LaPrairie, LaPrairie will be billed at Grand Rapids' hourly rate of \$55.55/hr. for any remaining inspections or follow-up work needed by the Building Official to complete the project.

2.4 If other services not connected to a building permit are requested from Grand Rapids' Building Official, those services will be billed to LaPrairie at the rate of \$55.55/hr.

2.5 If Grand Rapids utilizes the services of its City Attorney to handle enforcement, prosecution or any other legal services under this Agreement, LaPrairie will reimburse Grand Rapids for the actual costs of said services (presently \$140/hr.).

3. Term: The term of this agreement shall commence on the date signed and continue in effect for one year. The term of this Agreement may be extended for additional one (1) year terms in accordance with Section 4.

4. Renewal and Termination:

4.1 Unless either party notifies the other by mail at least 60 days prior to expiration of this Agreement of its intention not to renew, this Agreement shall automatically be extended for a period of one (1) year. All terms and provisions of this Agreement shall continue in full force and effect during the extension period unless the parties mutually agree to written modifications. Either party may terminate this Agreement for any reason by sending written notice at least 60 days prior to the expiration date of this Agreement.

4.2 Either party may immediately terminate this agreement for failure of the other to satisfactorily comply with all terms and requirements of this agreement. It is recognized that building inspection services have a direct and immediate relation to public health, safety and welfare, and any failure to perform in accordance with this agreement may potentially result in injury to persons or property. Any such failure is a substantial, material breach of this agreement.

4.3 Failure of either party not to terminate this agreement in the event of one or more breaches or defaults shall not constitute a waiver of the right to terminate this agreement in the event of future or additional breach or default.

5. Property: No fixed assets or personal or real property will be jointly or cooperatively held, acquired, or disposed of pursuant to this agreement.

6. Non-Exclusivity: This Agreement is non-exclusive between the parties. Grand Rapids and LaPrairie have the right to enter into similar agreements with other entities.

7. Indemnification:

7.1 Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgments or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

7.2 This section shall survive termination of this agreement.

8. Dispute Resolution: In the event of any dispute or difference arising by reason of this agreement or any provision or term thereof, the dispute or difference shall be resolved jointly by Grand Rapids' City Administrator and the City of LaPrairie's Mayor or his or her designated representative.

9. Amendments: The parties may mutually waive, amend or modify parts of this agreement, but such amendments, modifications, changes or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver of breach of any term of this agreement shall not be considered a waiver of any prior or subsequent breach.

10. Venue: This agreement will be governed by the laws of the State of Minnesota, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Minnesota, County of Itasca.

11. Severability: In the event any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this agreement are declared severable.

12. Integration Clause: This document embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, whether oral or written, between the parties.

13. Assignment: Neither Grand Rapids nor LaPrairie will assign or transfer any rights or interest in this Agreement without the written consent of the other party, which must be evidenced by a duly-passed resolution.

13. Notices: All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following person designated on behalf of each entity at their respective address:

City of Grand Rapids  
Attn: City Administrator Tom Pagel  
420 No. Pokegama Avenue  
Grand Rapids, MN 55744

City of LaPrairie  
Attn: Mayor  
15 Park Drive  
LaPrairie, MN 55744

IN WITNESS WHEREOF, this Agreement has been caused to be signed by the respective governing bodies of the parties hereto as of the date first above written.

**CITY OF GRAND RAPIDS**

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

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

**CITY OF LAPRAIRIE**

By: Michael J. G...  
Its: Mayor

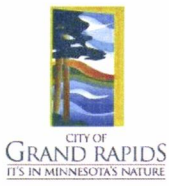
By: Ardana Hesse  
Its: City Clerk

## EXHIBIT A

Services to be provided include:

Application, administration and enforcement of the Minnesota State Building Code within the City of LaPrairie, including:

- Intake and processing of building permit applications.
  - (Any required zoning approval by the City of LaPrairie shall be done in advance of the building permit application submittal)
- Review of plans
- Meet with building permit applicants, as needed, to address questions
- Issuance of building permits
- Collection of building permit fees
  - Collection, reporting and payment of State Surcharge
- Scheduling and completion of construction inspections
- Issuance of required Certificates of Occupancy
- Maintenance of records and their delivery to the City of LaPrairie at project completion.
- Enforcement of hazardous or unsafe building provisions of the Minnesota State Building Code (Chapter 326B), its administrative rules (Chapter 1300) and Minnesota Statutes, sections 463.15 to 463.26, as required.
- Assist the City of LaPrairie with their preparation of annual reporting of development-related fees to the State, as required under Minnesota Statute 326B.145.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 16-0301      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 5/4/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider approval of a Development Agreement between Northland Counseling Center, Inc. and the City of Grand Rapids.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Development Agreement - Northland Counseling](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a Development Agreement between Northland Counseling Center, Inc. and the City of Grand Rapids.

### **Background Information:**

The City of Grand Rapids, as an eligible applicant, successfully submitted a grant request for \$300,000 from the IRRRB Site Development Infrastructure program, on behalf of the Northland Counseling Center’s Kiesler Wellness Center project.

Under the terms of the IRRRB program, the City of Grand Rapids, as the receiver of those funds, must contract for the construction of those improvements and disburse those funds directly.

The Development Agreement being considered, accomplishes the following:

- Establishes guidelines for disbursement of the IRRRB grant funds by the City.
- Establishes that Northland Counseling will be responsible for any administrative costs; such as legal costs associated with the preparation of this Agreement
- Establishes what improvements are to be made
- Grants the City and our contractor access to the property to perform the work.
- Establishes that any costs incurred, whether construction cost or engineering costs, that are above and beyond the grant amount, will be reimbursed to the City.

This Agreement has already been executed by Northland Counseling Center.

### **Requested City Council Action**

Make a motion to approve a Development Agreement between Northland Counseling Center, Inc. and the City of Grand Rapids.



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**DEVELOPMENT AGREEMENT**

**By and Between**

**CITY OF GRAND RAPIDS**

**and**

**NORTHLAND COUNSELING CENTER, INC.**

**Dated as of: April \_\_, 2016**

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This document was drafted by:  
KENNEDY & GRAVEN, Chartered (MNI)  
470 US Bank Plaza  
Minneapolis, Minnesota 55402  
Telephone: 612-337-9300

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE I <u>Definitions</u>	
Section 1.1. Definitions.....	2
ARTICLE II <u>Representations and Warranties</u>	
Section 2.1. Representations by the City .....	5
Section 2.2. Representations and Warranties by Developer .....	5
ARTICLE III <u>Status of Property, Construction of Improvement</u>	
Section 3.1. Status of the Property .....	7
Section 3.2. Grant Disbursement .....	7
Section 3.3. No Business Subsidy.....	8
Section 3.4. Payment of Administrative Costs .....	8
ARTICLE IV <u>Construction of Minimum Improvements</u>	
Section 4.1. Construction of Minimum Improvements .....	9
Section 4.2. Construction Plans .....	9
Section 4.3. Commencement and Completion of Construction.....	10
Section 4.4. Certificate of Completion .....	10
Section 4.5. Excess Material.....	14
ARTICLE V <u>Insurance</u>	
Section 5.1. Insurance .....	12
Section 5.2. Subordination.....	13
ARTICLE VI <u>Delinquent Taxes and Review of Taxes</u>	
[Intentionally omitted] .....	14
ARTICLE VII <u>Financing</u>	
Section 7.1. Generally .....	15
Section 7.2. City's Option to Cure Default on Mortgage .....	15

Section 7.3.	Modification; Subordination.....	15
--------------	----------------------------------	----

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1.	Representation as to Development.....	16
Section 8.2.	Prohibition Against Transfer of Property and Assignment of Agreement .....	16
Section 8.3.	Release and Indemnification Covenants.....	17

ARTICLE IX

Events of Default

Section 9.1.	Events of Default Defined .....	19
Section 9.2.	Remedies on Default.....	19
Section 9.3.	No Remedy Exclusive.....	19
Section 9.6.	No Additional Waiver Implied by One Waiver.....	19

ARTICLE X

Additional Provisions

Section 10.1.	Conflict of Interests; City Representatives Not Individually Liable.....	20
Section 10.2.	Equal Employment Opportunity .....	20
Section 10.3.	Restrictions on Use .....	20
Section 10.4.	Provisions Not Merged With Deed.....	20
Section 10.5.	Titles of Articles and Sections .....	20
Section 10.6.	Notices and Demands .....	20
Section 10.7.	Counterparts.....	21
Section 10.8.	Recording.....	21
Section 10.9.	Amendment.....	21
Section 10.10.	City Approvals.....	21
Section 10.11.	Termination.....	21
Section 10.12.	Choice of Law and Venue.....	21
Section 10.13.	Good Faith .....	21
Section 10.14.	Prevailing Wage.....	21

TESTIMONIUM .....	S-1
-------------------	-----

SIGNATURES .....	S-1
------------------	-----

SCHEDULE A Legal Description.....	A-1
-----------------------------------	-----

SCHEDULE B Form of License Agreement.....	B-1
---	-----

## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the \_\_th day of April, 2016, by and between the CITY OF GRAND RAPIDS, a municipal corporation organized and existing under the laws of the State of Minnesota (the “City”), and NORTHLAND COUNSELING CENTER, INC., a Minnesota nonprofit corporation (“Developer”).

WITNESSETH:

WHEREAS, the City has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in this connection created a development project known as the Development District No. 1 (“Development District”) pursuant to Minnesota Statutes, Sections 469.124 to 469.134 (the “Development District Act”); and

WHEREAS, pursuant to the Act and the Development District Act, the City is authorized to undertake certain activities to facilitate the development of real property by private enterprise; and

WHEREAS, the Developer intends to construct a 16,000 square community mental health center to be called the Kiesler Wellness Center on certain property located in the City described in Schedule A (the “Development Property”) within the Development District; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## ARTICLE I

### Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Act” means Minnesota Statutes, Sections 469.124 to 469.134, as amended.

“Affiliate” means with respect to any entity (a) any corporation, partnership, limited liability company or other business entity or person controlling, controlled by or under common control with the entity, and (b) any successor to such party by merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of such party (or such Affiliate). For the purpose hereof the words “controlling”, “controlled by” and “under common control with” shall mean, with respect to any corporation, partnership, limited liability company or other business entity, the ownership of fifty percent or more of the voting interests in such entity or possession, directly or indirectly, of the power to direct or cause the direction of management policies of such entity, whether through ownership of voting securities or by contract or otherwise.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Business Subsidy Act” means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

“Certificate of Completion” means the certification provided to Developer, or the purchaser of any part, parcel or unit of the Development Property, pursuant to Section 4.4 of this Agreement.

“City” means the City of Grand Rapids, Minnesota.

“City Representative” means the City Administrator or person designated in writing by the City Administrator to act as the City Representative of the City.

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by Developer on the Development Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as the City may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

“County” means the County of Itasca, Minnesota.

“Developer” means Northland Counseling Center, Inc. or its permitted successors and assigns.

“Development District” means the City’s Development District No. 1.

“Development Property” means the real property so described in Schedule A attached hereto.

“Event of Default” means an action by Developer listed in Article IX of this Agreement.

“Holder” means the owner of a Mortgage.

“Minimum Improvements” means site grading and the construction on the Development Property of an approximately 16,000 square foot community mental health center to be called the Kiesler Wellness Center.

“Mortgage” means any mortgage made by the Developer which is secured, in whole or in part, with the Development Property and which is a permitted encumbrance pursuant to the provisions of Article VIII of this Agreement.

“State” means the State of Minnesota.

“Tax Official” means any County assessor; County auditor; County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Termination Date” means the earlier of the date of completion by the Developer of the Minimum Improvements or the date of termination of this Agreement as a result of an Event of Default.

"Unavoidable Delays" means unexpected delays which are the direct result of: (i) adverse weather conditions, (ii) shortages of materials, (iii) strikes, other labor troubles, (iv) fire or other casualty to the Minimum Improvements, (v) litigation commenced by third parties which, by injunction or other judicial action, directly results in delays, (vi) acts of any federal or state governmental unit, including legislative and administrative acts, (vii) approved changes to the Construction Plans that result in delays, (viii) delays caused by the discovery of any adverse environmental condition on or within the Development Property to the extent reasonably necessary to comply with federal and state environmental laws, regulations, orders or agreements, (ix) delay in the issuance of any license or permit by any governmental entity, provided application therefor is timely made and diligently pursued by Developer and (x) any other cause or force majeure beyond the control of Developer which directly results in delays.

## ARTICLE II

### **Representations and Warranties**

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The activities of the City are undertaken to foster the development of certain real property which for a variety of reasons is presently underutilized, and to stimulate the creation of jobs.

(c) The City will cooperate with Developer in obtaining all necessary permits from the City related to construction of the Minimum Improvements.

(d) The City will use its best efforts to facilitate development of the Minimum Improvements, including but not limited to cooperating with the Developer in obtaining necessary administrative and land use approvals and construction financing pursuant to Section 7.1 hereof.

(e) The City has received no written notice or communication from any local, state or federal official that the activities of the City or Developer in the Project Area are in violation of any environmental law or regulation. The City is aware of no facts the existence of which would cause the Development Property to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

Section 2.2. Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer is a nonprofit corporation duly established and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its articles of incorporation or bylaws or, to the best of its knowledge, the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its officers.

(b) Developer has acquired the Development Property and will construct, operate and maintain the Minimum Improvements, or cause the same to be constructed, operated and maintained, in accordance with the terms of this Agreement, the Development Plan and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) Developer has received no written notice or communication from any local, state or federal official that the activities of Developer or the City in the Project Area would be in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). Developer is aware of no facts the existence of which would cause the Development

Property to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

(d) Developer will construct, or cause to be constructed, the Minimum Improvements in accordance with all local, state or federal energy-conservation laws or regulations.

(e) Developer will timely apply for and diligently pursue all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(f) To the best of Developer's knowledge and belief, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any partnership or company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.



## ARTICLE III

### **Status of Property. Construction of Improvements**

Section 3.1. Status of the Property. As of the date of this Agreement, the Developer owns the Development Property. The City has no obligation to acquire any portion of the Development Property. The Developer will construct the Minimum Improvements on the Development Property and operate and maintain the Minimum Improvements as provided in this Agreement.

Section 3.2. Grant Disbursement. (a) To finance a portion of the costs (the “Grant-Eligible Costs”) of necessary site work on the Development Property, including, but not limited to, providing sanitary sewer and water services, constructing storm water piping and a detention pond, constructing parking lot and entrance road improvements and all engineering and soft costs for such site work (the “Grant-Eligible Activities”), the City will apply for a grant from IRRRB in the maximum amount of \$300,000 (the “IRRRB Grant”). If the City receives all or a portion of the IRRRB Grant, the remaining paragraphs of this Section will apply.

(b) The City will act as general contractor for the Grant-Eligible Activities on the Development Property and facilitate the collection of Grant-Eligible Costs for submission to the IRRRB from and to the extent of available grant proceeds in accordance with the terms of the Grant Agreement and the terms of this Section. The Developer agrees that at Closing, it will grant a license to the City or its agents to enter the Development Property for the purpose of performing the Grant-Eligible Activities substantially in the form of Schedule C attached hereto. Notwithstanding anything to the contrary herein, the Developer agrees and acknowledges that if Grant-Eligible Costs exceed the amount to be reimbursed under the Grant Agreement or this Section, such excess shall be the sole responsibility of the Developer as described in Section 3.2(h).

(c) All requests for disbursements of the IRRRB Grant made by the City to the IRRRB will be subject to the conditions precedent that on the date of such request:

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

(2) No license or permit necessary for undertaking the Grant-Eligible Activities shall have been revoked or the issuance thereof subjected to challenge before any court or other governmental authority having or asserting jurisdiction thereover.

(3) Developer has submitted, and the City has approved, Construction Plans for the Minimum Improvements in accordance with Article IV hereof.

(d) Each draw request submitted by the City to the IRRRB will be accompanied by itemized invoices for costs that have been incurred. With respect to each disbursement request, the City will only request reimbursement from the IRRRB for: (a) items for which the payment is proposed to be made have not formed the basis for any payment previously made under this Section (or before the date of this Agreement); (b) that each item for which the payment is proposed is a Grant-Eligible Cost; and (c) that the City reasonably anticipates completion of the Grant-Eligible Activities in accordance with the terms of this Agreement.

(e) A request for final disbursement by the City to the IRRRB under this Section shall be subject to the condition precedent that the City shall have received a lien waiver from each contractor for all work done and for all materials furnished by it for the Grant-Eligible Costs.

(f) The City may, in its sole discretion, without notice to or consent from any other party, waive any or all conditions for disbursement set forth in this section. However, the making of any disbursement prior to fulfillment of any condition therefor shall not be construed as a waiver of such condition, and the City shall have the right to require fulfillment of any and all such conditions prior to authorizing any subsequent disbursement.

(g) All Grant-Eligible Costs incurred by the City in excess of grant proceeds available for such costs (the "Excess Costs") shall be paid to the City by the Developer within twenty (20) Business Days after the date of receipt by the Developer of a final accounting by the City of all grant proceeds disbursed for Grant-Eligible Activities and the amount of such Excess Costs.

Section 3.3. No Business Subsidy. The parties agree and represent that the assistance provided in this agreement is not a business subsidy within the meaning of the Business Subsidy Act because the Developer is a nonprofit entity that does not have a ratio of highest to lowest paid full-time employee that exceeds ten to one. Therefore, the Developer is not considered a "recipient" under the Business Subsidy Act.

Section 3.4. Payment of Administrative Costs. The Developer agrees that it will pay upon demand by the City, Administrative Costs (as hereafter defined). For the purposes of this Agreement, the term "Administrative Costs" means out-of-pocket costs incurred by the City attributable to or incurred in connection with the negotiation and preparation of this Agreement and other documents and agreements in connection with the development contemplated hereunder. Out-of-pocket Administrative Costs shall be evidenced by invoices, statements or other reasonable written evidence of the costs incurred by the City. Upon termination of this Agreement in accordance with its terms, the Developer remains obligated under this section for Administrative Costs incurred through the effective date of termination.

## ARTICLE IV

### Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. Subject to all other terms and conditions of this Agreement, Developer agrees that it will construct, or cause to be constructed, the Minimum Improvements on the Development Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be operated, maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Before commencement of construction of the Minimum Improvements, Developer shall submit to the City Construction Plans. The City will approve such Construction Plans in writing if: (i) such Construction Plans conform to the terms and conditions of this Agreement; (ii) such Construction Plans conform to the goals and objectives of the Development Plan; (iii) such Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iv) such Construction Plans are adequate to provide for construction of the Minimum Improvements; (v) the Construction Plans do not provide for expenditures in excess of the funds available to Developer for construction of the Minimum Improvements; and (vi) no Event of Default has occurred. No approval by the City shall relieve Developer of the obligation to comply with the terms of this Agreement or of the Development Plan, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the City shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the City, in whole or in part. Such rejections shall set forth in detail the reasons therefore, and shall be made within 30 days after the date of their receipt by the City. If the City rejects any Construction Plans in whole or in part, Developer shall submit new or corrected Construction Plans within 30 days after written notification to Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. The City's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

The Developer hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the City and/or any changes in the Construction Plans requested by the City. Neither the City, nor any employee or official of the City shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the City.

(b) If Developer desires to make any material change in the Construction Plans after their approval by the City, Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the City

shall approve the proposed change and notify Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change. The City's approval of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements by July 31, 2016, and substantially complete construction of the Minimum Improvements by November 31, 2016. All work with respect to the Minimum Improvements to be constructed on the Development Property shall substantially conform to the Construction Plans as submitted by Developer and approved by the City. For purposes of this Agreement, commencement of construction shall mean completion of site grading and commencement of foundation work on the Development Property.

Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced within the period specified in this Section 4.3 of this Agreement. Until construction of the Minimum Improvements has been completed, Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of Developer with respect to such construction.

Section 4.4. Certificate of Completion. (a) Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of Developer to construct the Minimum Improvements (including the dates for commencement and completion thereof), the City will furnish Developer with an appropriate instrument so certifying, in substantially the form attached as Schedule C. Such certification by the City shall be (and it shall be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the deed with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements and the date for the completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(b) The certificate provided for in this Section 4.4 of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this Agreement, the City shall, within thirty (30) days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such certification.

(c) The construction of the Minimum Improvements shall be deemed to be substantially completed when Developer has received a certificate of occupancy issued by the City for the Minimum Improvements.

## ARTICLE V

### Insurance

Section 5.1. Insurance. (a) Developer will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy.

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

(b) Upon completion of construction of the Minimum Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to show the City as additional insured.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the

insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Developer.

(f) The Developer and the City agree that all of the insurance provisions set forth in this Article V shall terminate upon the termination of this Agreement.

Section 5.2. Subordination. Notwithstanding anything to the contrary contained in this Article V, the rights of the City with respect to the receipt and application of any proceeds of insurance shall, in all respects, be subject and subordinate to the rights of any lender under a Mortgage approved pursuant to Article VII of this Agreement.

**ARTICLE VI**

**Delinquent Taxes and Review of Taxes**

[Intentionally omitted.]



## ARTICLE VII

### Financing

Section 7.1. Generally. Before commencement of the Minimum Improvements, the Developer shall submit to the City or provide access thereto for review by City staff, consultants and agents, evidence reasonably satisfactory to the City that Developer has available funds, or commitments to obtain funds, whether in the nature of mortgage financing, equity, grants, loans, or other sources sufficient for paying the cost of developing the Minimum Improvements, provided that any lender or grantor commitments shall be subject only to such conditions as are normal and customary in the commercial lending industry.

Section 7.2. City's Option to Cure Default on Mortgage. In the event that there occurs a default under any Mortgage, Developer shall cause the City to receive copies of any notice of default received by Developer from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of Developer within such cure periods as are available to Developer under the Mortgage documents.

Section 7.3. Modification; Subordination. The City agrees to subordinate its rights under this Agreement to the Holder of any Mortgage securing construction or permanent financing, in accordance with the terms of a subordination agreement in a form reasonably acceptable to the City.

## ARTICLE VIII

### **Prohibitions Against Assignment and Transfer; Indemnification**

Section 8.1. Representation as to Development. Developer represents and agrees that its undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding.

Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements:

(a) Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of the City Council of the City unless Developer remains liable and bound by this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the City's approval is not required. The term "Transfer" does not include (i) encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Developer or any successor in interest to the Development Property, or any part thereof, to construct the Minimum Improvements, or (ii) any lease, license, easement or similar arrangement entered into in the ordinary course of business related to operation of the Minimum Improvements. Prior approval by the City is not required for any Transfer: (1) to an Affiliate or the transfer of a member's interest in Developer to an Affiliate of the member so long as the proposed transferee expressly assumes the obligations of Developer or the original member; (2) that is involuntary resulting from the death or disability or parties in control of the members of Developer.

(b) If Developer seeks to effect a Transfer which requires the approval of the City prior to issuance of the Certificate of Completion for the Minimum Improvements, the City shall be entitled to require as conditions to such Transfer that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer as to the portion of the Development Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to

in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VIII, shall be in a form reasonably satisfactory to the City.

(c) If the conditions described in paragraph (b) are satisfied with regard to any Transfer requiring the approval of the City then the Transfer will be approved and Developer shall be released from its obligations under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (c) apply to all subsequent transferors, assuming compliance with the terms of this Article.

(d) Upon issuance of the Certificate of Completion for the Minimum Improvements, Developer may transfer or assign the Minimum Improvements and/or Developer's rights and obligations under this Agreement with respect to such property without the prior written consent of the City.

Section 8.3. Release and Indemnification Covenants. (a) Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for any negligence of the following named parties and any claim as to the legal authority of the City to perform as required by this Agreement, Developer agrees (if timely tendered by the City to Developer) to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever to the extent caused by the construction, installation, and operation of the Minimum Improvements.

(c) The City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Development

Property or Minimum Improvements due to any act of negligence of any person (other than the City).

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

## ARTICLE IX

### Events of Default

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by any party, following notice and cure periods described in Section 9.2 hereof, to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or under any other agreement entered into between Developer and the City in connection with development of the Development Property.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section 9.2 after providing thirty days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within thirty days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

- (a) Suspend its performance under the Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement.
- (b) Cancel and rescind or terminate the Agreement.
- (c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## ARTICLE X

### Additional Provisions

Section 10.1. Conflict of Interests; City Representatives Not Individually Liable. The City and Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. Developer agrees that until the Termination Date, Developer, and such successors and assigns, shall devote the Development Property to the operation of the Minimum Improvements for uses described in the definition of such term in this Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of Developer, is addressed to or delivered personally to Developer at 215 SE 2<sup>nd</sup> Ave., Grand Rapids, Minnesota 55744, Attn: Chief Executive Officer and;

(b) in the case of the City, is addressed to or delivered personally to the City at 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744, Attn: City Administrator.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The City may record this Agreement and any amendments thereto with the Itasca County recorder. Developer shall pay all costs for recording.

Section 10.9. Amendment. This Agreement may be amended only by written agreement approved by the City and Developer.

Section 10.10. City Approvals. Unless otherwise specified, any approval required by the City under this Agreement may be given by the City Representative.

Section 10.11. Termination. This Agreement terminates on the Termination Date.

Section 10.12. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 10.13. Good Faith. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this Agreement, including, without limitation, approving or disapproving any request, including any request for approval of plans.

Section 10.14 Prevailing Wage. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF GRAND RAPIDS

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2016, by Dale Adams and Thomas Pagel, the Mayor and City Administrator of the City of Grand Rapids, municipal corporation organized and existing under the laws of the State, on behalf of the City.

\_\_\_\_\_  
Notary Public



NORTHLAND COUNSELING CENTER, INC.

By *Greg Walker*  
Its *CEO*

STATE OF MINNESOTA) ) SS.  
COUNTY OF ITASCA ) )

The foregoing instrument was acknowledged before me this 12 day of April, 2016 by Greg Walker, the CEO of Northland Counseling Center, Inc., a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

*Jill Haroldson*  
Notary Public



## **SCHEDULE A**

### **LEGAL DESCRIPTION**

That part of the Northeast Quarter of the Southwest Quarter of Section 33, Township 55 North, Range 25, West of the Fourth Principal Meridian, lying South and East of the following described line: Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter, thence South 01°26'14" East, on an assumed bearing, along the East line of said Northeast Quarter of the Southeast Quarter, a distance of 397.60 feet to the point of beginning; thence South 89°43'15" West, parallel with the North line of said Northeast Quarter of Southwest Quarter, a distance of 321.45 feet, thence South 00°01'23" East to the South line of said Northeast Quarter; LESS the South 40 feet thereof.

## SCHEDULE B

### FORM OF LICENSE AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_th day of \_\_\_\_\_, 2016 (the "Effective Date") between the **CITY OF GRAND RAPIDS**, municipal corporation organized and existing under the laws of the State of Minnesota (the "City"), and **NORTHLAND COUNSELING CENTER, INC.** a Minnesota nonprofit corporation ("Developer").

A. The City and Developer have concluded negotiations and executed a Development Agreement (the "Contract") for the development by the Developer of certain real property legally described in Exhibit A attached hereto (the "Property"), owned by the Developer. Pursuant to the Contract, the City is responsible for performing certain site work on the Property.

B. The City desires to enter onto the Property for purposes of performing the site work on the Property, as described in Section 3.2 of the Contract (the "Permitted Activities").

C. The Developer has agreed to allow the City to enter onto the Property for the purposes described herein in accordance with the terms and conditions of this Agreement and the Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, undertakings, and other consideration set forth in this Agreement and the Contract, the City and Developer hereby agree as follows:

1. **Right of Entry.** The Developer hereby consents and agrees that the City, its employees, agents and contractors (collectively, the "City Authorized Parties") may enter upon the Property to conduct and perform the Permitted Activities. The City shall have access to the Property seven (7) days a week between the hours of 7:00 a.m. and 7:00 p.m. The Developer agrees that the City Authorized Parties may enter upon the Property to perform the Permitted Activities upon execution of this Agreement and may have access to the Property for such purposes through the earlier of the date of completion of the Permitted Activities on the Property by the City or \_\_\_\_\_.

2. **Liens.** City shall not permit any mechanics', materialmens' or other liens to stand against the Property or any part thereof for work or materials furnished to the City in connection with the right of entry granted pursuant to this Agreement and the City agrees to indemnify, defend and hold harmless the Developer from and against the same.

3. **Governing Law.** The parties agree that the interpretation and construction of this Agreement and the Contract shall be governed by the laws of the State of Minnesota. To the extent that any provision in the Contract is in conflict with this Agreement, the Contract shall

control.

4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY**

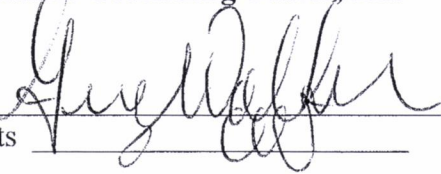
**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Administrator

**DEVELOPER**

**Northland Counseling Center, Inc.**

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

## EXHIBIT A

### LEGAL DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 33, Township 55 North, Range 25, West of the Fourth Principal Meridian, lying South and East of the following described line: Commencing at the Northeast corner of said Northeast Quarter of the Southwest Quarter, thence South  $01^{\circ}26'14''$  East, on an assumed bearing, along the East line of said Northeast Quarter of the Southeast Quarter, a distance of 397.60 feet to the point of beginning; thence South  $89^{\circ}43'15''$  West, parallel with the North line of said Northeast Quarter of Southwest Quarter, a distance of 321.45 feet, thence South  $00^{\circ}01'23''$  East to the South line of said Northeast Quarter; LESS the South 40 feet thereof.

**SCHEDULE C**

**CERTIFICATE OF COMPLETION**

The undersigned hereby certifies that the Developer has fully complied with its obligations under Articles III and IV of that document titled "Development Agreement," dated \_\_\_\_\_, 2016 between the City of Grand Rapids and Northland Counseling Center, Inc. ("Agreement"), with respect to construction of the Minimum Improvements in accordance with Articles III and IV of the Agreement, and that the Developer is released and forever discharged from its obligations with respect to construction of the Minimum Improvements under Article IV of the Agreement.

Dated: \_\_\_\_\_, 20\_\_.

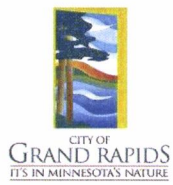
CITY OF GRAND RAPIDS

By \_\_\_\_\_  
City Representative

Dated: \_\_\_\_\_, 20\_\_.

CITY OF GRAND RAPIDS

By \_\_\_\_\_  
City Representative



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 16-0298      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 5/4/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider adopting a resolution authorizing the award of a construction contract with Casper Construction, in the amount of \$298,349.00, for the Kiesler Wellness Center Sitework Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [5-9-16 Resolution Kiesler Wellness Center Site Work Award Contract](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the award of a construction contract with Casper Construction, in the amount of \$298,349.00, for the Kiesler Wellness Center Sitework Project.

**Background Information:**

Bids were opened for the Kiesler Wellness Center Sitework Project on Tuesday, April 26, 2016. Three bids were received. The low bid was submitted by Casper Construction in the amount of \$298,349.00. The second and third bids came from Hammerlund Construction, 339,750.00, and Tony Lastovich, \$365,619.25. The attached resolution identifies those bids and authorizes the award of a construction contract to the low bidder, Casper Construction.

**Requested City Council Action**

Consider adopting a resolution authorizing the award of a construction contract with Casper Construction, in the amount of \$298,349.00, for the Kiesler Wellness Center Sitework Project.

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

RESOLUTION NO. 16-\_\_

**A RESOLUTION ACCEPTING BID FOR  
KIESLER WELLNESS CENTER SITE WORK PROJECT**

WHEREAS, pursuant to an advertisement for the Kiesler Wellness Center, which includes the site work improvements for the new Center to be constructed at 3130 SE 2<sup>nd</sup> Ave, by constructing infrastructure including the parking lot, storm sewer, water service, sanitary sewer service and associated appurtenances. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Engineer's Estimate	\$445,000.00
Casper Construction	\$298,349.00
Hammerlund Construction	\$339,750.00
Tony Lastovich	\$365,619.25

WHEREAS, the City Engineer is recommending the Bid be awarded to Casper Construction;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Casper Construction in the name of the City of Grand Rapids for the Kiesler Wellness Center Site Work Project for a total contract amount of \$298,349.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 9<sup>th</sup> day of May, 2016.

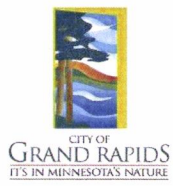
\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

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

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 16-0303      **Version:** 1      **Name:** PW New Field Groomer Purchase  
**Type:** Agenda Item      **Status:** Public Works  
**File created:** 5/4/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider approving the Public Works Department's purchase of a new field groomer for the Grand Rapids Sports Complex from Absolute Innovations, Inc., for \$15,980.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [ABI Specs](#)  
[ABI Quote-Invoice](#)  
[Absolute Innovations Inc., Sole Source Document](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Public Works Department's purchase of a new field groomer for the Grand Rapids Sports Complex from Absolute Innovations, Inc., for \$15,980.00.

### **Background Information:**

At the April 24th, 2016, City Council Meeting, the City Council approved a request to solicit pricing for a new field groomer for the Grand Rapids Sports Complex. This year our two existing groomers are nineteen and fourteen years old. Two years ago, the City of Cohasset purchased an ABIForce infield maintenance machine. They not only use their machine for field maintenance at Portage Park, but maintenance at Tioga Beach as well as for turf maintenance at Cohasset's Wildwood Cemetery. Last year we borrowed Cohasset's machine for a week and it out performed our expectations. It is a versatile machine that would benefit us in many areas of maintenance.

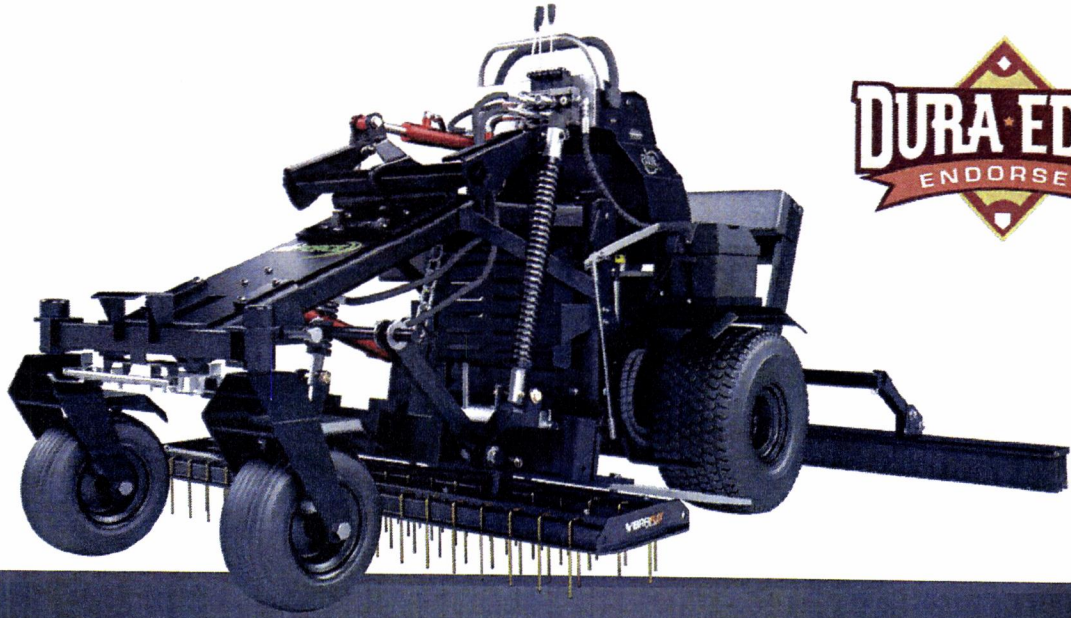
The first of three attachments is the specifications of the ABIForce maintenance machine, the second is a copy of the quote-invoice for the purchase of the machine and the last attachment is a document explaining Absolute Innovations, Inc.'s Sole Source Proprietorship and licensing agreement. This purchase is \$3,000.00 under budget.

### **Staff Recommendation:**

This field groomer purchase has been endorsed by the Public Works Fleet Mechanics, Finance Director, Barb Baird and City Attorney, Chad Sterle.

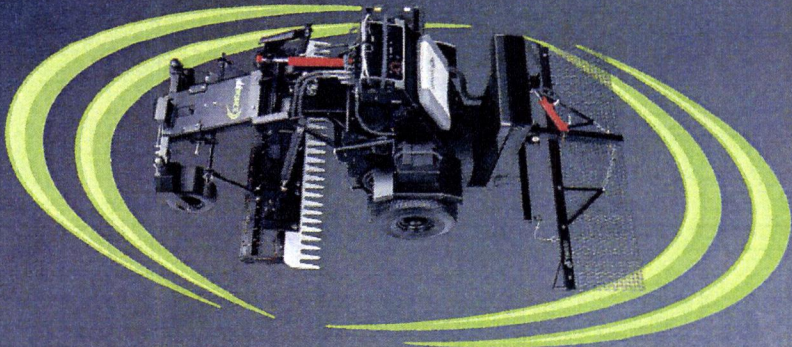
### **Requested City Council Action**

Make a motion authorizing the Public Works Department's purchase of a new field groomer for the Grand Rapids Sports Complex from Absolute Innovations, Inc., for \$15,980.00.



# abi**FORCE**

GAME-CHANGING INFIELD MAINTENANCE



## ZERO-TURN EFFICIENCY & FINESSE

**UNIQUELY BUILT FOR BASEBALL**, the ABI Force® responds as an extension of the human body, turning manual labor into mechanized efficiency. Achieve unmatched finesse and control with ZERO-TURN drive, unique stand-up design, and hydraulically-controlled ground-engaging components in full operator view.

**A COMPLETELY-CONFIGURABLE CHASSIS** allows the ABI Force to excel at an unmatched number of tasks on and off the field, from fine-finish infield work to core-aerating, seeding, and gravel maintenance.

### INNOVATIVE FEATURES

- 1 HYDRAULIC MID-MOUNT SYSTEM** with spring suspension enables unparalleled fine-tuned control of ground engaging attachments. Effortlessly raise & lower attachments, adjust their pitch forward to backward, and exchange between various attachments. Spring suspension ensures smooth tracking with the ground and safety release if an immovable object is struck.
- 2 VISIBILITY & PRECISION** is greatly improved from the stand-up operator's position. The Force's unique primary ground-engaging attachments are placed directly in front of the operator. Simple levers within a finger's reach control the hydraulic mid-mount system & optional hydraulic rear-mount system. **SPEED LOCK & DEPTH LOCK** limiting controls makes professional results easily repeatable.
- 3 VANGUARD ENGINE** An 18-horsepower Vanguard engine generates tremendous power to accomplish many tough jobs. An advanced debris management system ensures a clean-running engine even in a dusty environment. V-twin engine design ensures smooth-running power for any job. Includes a 36-month/1500-hour commercial warranty for extra peace-of-mind!
- 4 ZERO-TURN RADIUS** means you get more fields ready quicker, with fewer crew members! Easily zip around the infield and never miss a spot. Even groom the home plate area with ease! The commercial-grade hydrostatic drive system is powered by two independent Hydro-Gear pumps and 2 Parker wheel motors. With 360° control, maneuvering is intuitive and a whole lot of fun!

### FEATURED TECH

#### PROFILE BLADE TECHNOLOGY

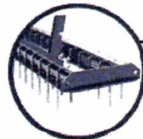
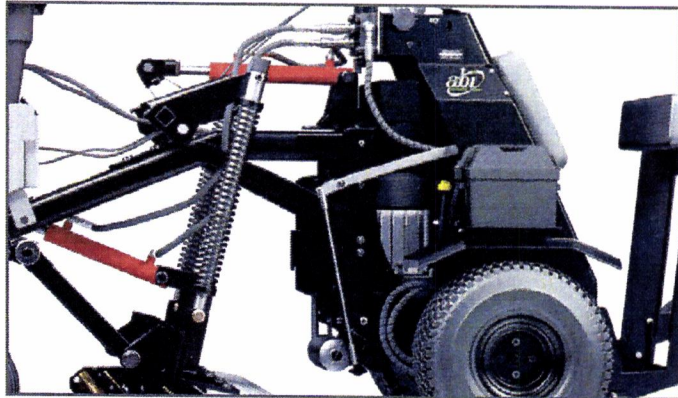
ABI's patent-pending Profile Blade attachment is an innovative component for seasonal renovation that lifts and de-compacts from underneath the infield surface without having to re-grade. The profile blade can also remove lip and warning track vegetation without completely upending your surface profile, allowing for quick renovations!

#### VIBRAFLEX TECHNOLOGY

ABI's patent-pending VibraFlex attachment is a complete re-imagining of traditional frequent grooming methods. Evenly-staggered U-pins transfer vibration & flex from front to back, shattering the surface tension, preparing the surface for play and allowing deeper moisture penetration.

### MID-MOUNT GROUND-ENGAGING COMPONENTS

**UNLIKE OTHER MOTORIZED GROOMERS**, the Force's primary ground-engaging attachments are placed in front of and below the operator. The Force's patent-pending hydraulically-operated mid-mount system has incredible lifting power and is spring-loaded to provide constant downward force. Hydraulic levers enable precision fingertip adjustment to raise & lower attachments and adjust their pitch forward and backward. Ensuring smooth tracking with the ground, this spring-loaded design also prevents damage if an immovable object is accidentally struck. Midpoint positioning provides the optimal ground plane for consistent, level operation, and a depth-lock enables predetermined grooming depth control!



#### ▷ VIBRAFLEX ATTACHMENT

For daily grooming, the available Vibraflex attachment conditions the infield surface with much more finesse and control than a traditional nail board.



#### ▷ SCARIFYING TEETH

For extreme renovation and gravel work, the scarifying teeth adjust from 0" to 6" to take on the toughest of jobs. Tame neglected fields and parking lots with ease!



#### ▷ PROFILE BLADE

The available Profile Blade attachment slices the complete infield surface profile from 1/2" - 3" without upending the surface profile. For renovation & de-compaction.

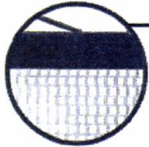


#### ▷ MULTI-FUNCTION RAKE

For renovation and off-the-field work, it pulverizes clumps of material, back-blades material into low areas, collects vegetation, and finishes gravel surfaces.

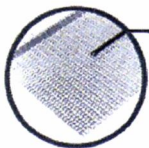
### QUICK-ATTACHMENT REAR-MOUNT OPTIONS

**THE REAR-MOUNT SYSTEM** allows for a variety of quick-swap finishing attachments to be pulled for grooming, and then manually latched out-of-play for transport. However, if ultimate efficiency is of critical concern, our available rear hydraulic lift (shown) allows fingertip control of these attachments. This rear-lift hydraulic system makes engaging and disengaging any finishing attachment for either grooming or transport quick and easy.



#### ▷ RIGID DRAG MAT

The available Rigid Drag Mat with leveling bar is an all-purpose attachment to level, smooth, and finish. 6' wide & 1.5' long, it's designed to float material from high areas into low areas **WITHOUT** following small contours of the ground. Integrated leveling bar also serves as a durable tow bar and allows the steel mesh to be replaced once worn.



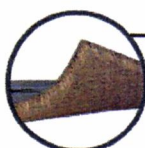
#### ▷ XD FLEXIBLE MAT

The available XD Flexible Mat is designed to quickly break down clods and reset an infrequently-maintained surface or after light renovation work. 6' wide by 3' long. The steel mesh is made of thick rust-resistant galvanized steel. 6-Gauge rods with welded ends protect the edges from fraying, and drag bar is a rigid 1/8"-thick angle iron.



#### ▷ FINE FINISH BROOM

The available Fine Finish Broom creates the perfect finish in most any condition on well-maintained surfaces. This broom is 7' wide, with 3 rows of replaceable bristles. The mounting arms are adjustable to set the exact working angle desired and the broom has an ideal weight for the perfect amount of down-pressure needed for a pristine finish.

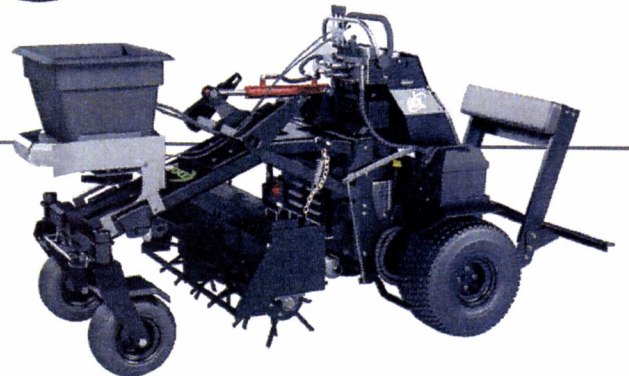


#### ▷ COCO MAT

The available Coco Mat is an ideal solution to get wet fields ready for games! This 6' wide and 2' long mat incorporates a leveling bar and allows the coco matting to be replaced once worn.

### COMMERCIAL-GRADE TURFGRASS MANAGEMENT

**BEYOND THE INFIELD**, the scarifiers and heavy-duty finish rake make the ABI Force a capable commercial-grade tool for landscaping, turf maintenance, seedbed preparation, and gravel work! The hydraulically-operated mid-mount system has incredible lifting power with a zippy 2.5 second stroke duration. The operator control panel features hydraulic levers for precision fingertip adjustments for operating the broadcast seed/fert spreader, scarifier rake, and plug aerator attachments.



#### ▷ HYDRAULIC SCARIFIER RAKE

Part of the Force's base unit, the hydraulic mid-mount scarifier rake incorporates a 1/2"-thick laser-cut hardened-steel rake and adjustable scarifiers capable of landscape and gravel work. Easily prep soil to re-seed or install new turf, renovate neglected infields, recondition gravel parking lots and access roads, and more!



#### ▷ SEED & FERTILIZER SPREADER

This available commercial-grade hydraulic broadcast spreader can hold 120 lbs. of material and has an adjustable spread pattern from 4 to 25 feet. Ideal for precisely broadcasting nearly any type of seed, fertilizer, and even some infield surface conditioners. Includes side deflector.



#### ▷ PLUG AERATOR

Mounted to the mid-mount hydraulic lift system, the available 40" plug aerator enables 80,000 ft<sup>2</sup> per hour of aerating output. With hydraulic down-pressure and 400 lbs. of weight, this machine outperforms many dedicated aerators while achieving core depths up to 3 1/2".



#### ▷ VERSA-DRILL CULTIPACKER

After loosening & raking, pulling our available cultipacker while using the broadcast seeder creates optimal seed-to-soil contact. Our cultipackers use 9.5" packer wheels with a solid 1 3/4" steel packer wheel shaft. The 1 3/4" agricultural-grade pillow block bearings are grease-able. These units are also equipped with two pneumatic tires for easy flip-over transport.



# SPECIFICATIONS

## MACHINE SPECIFICATIONS

POWER	Vanguard® 18 hp (13.4 kW) V-Twin OHV, 570cc (34.78 cu in), 4-Cycle, Air Cooled, Gasoline, Model 35000
DRIVE	Hydrostatic Zero-Turn, Hydro Gear variable displacement pumps; Parker Wheel Motors.
SPEED	Forward 0 - 8 mph; Reverse 0 - 4 mph
BRAKING	Dynamic braking via hydrostatic transmission. Plus parking brake
AIR FILTER	25 micron • Pleated Paper with Foam Pre-cleaner
FUEL	5 gallon/18.9 L capacity • Unleaded Gasoline
ELECTRICAL	20 amp regulated alternator • 350 CCA at 0° Fahrenheit
TIRES & WHEELS	Front: 13 x 6.50 - 6 Rear: 20 x 10.50 - 8
OPERATOR COMFORT	Cushioned knee pad & spring-cushioned standing platform • Cushioned zero-turn steering levers
SCARIFYING TEETH	48" Loosening width (7 Casted Shanks & Replaceable Teeth)
MULTI-FUNCTION RAKE	66" Raking Width (1/2" hardened steel)
MID-MOUNT SYSTEM	Independent hydraulic lift & pitch controls with spring-loaded down force
ENVIRONMENTAL	EPA Compliant
BASE UNIT WEIGHT	1,100 lbs. (w/ rake and scarifiers)
DIMENSIONS	90" L x 66" W x 55" T
WARRANTY	Machine & Accessories: 24 months   Engine: 3 year global commercial engine warranty   Refer to manual for details
ABI FORCE BASE UNIT	The ABI Force Base Unit includes: ABI Force Chassis & Motor, Hydraulic Mid-mount lift, & Scarifier Rake

## AVAILABLE ATTACHMENT SPECIFICATIONS

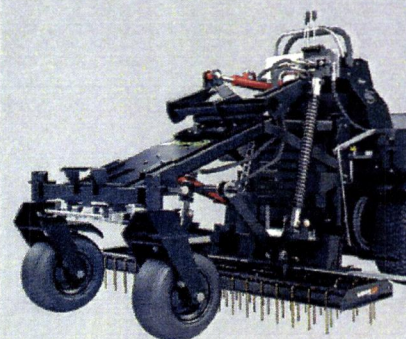
MID-MOUNT ATTACHMENTS		REAR-MOUNTED ATTACHMENTS	
VibraFlex Groomer	60" wide, 83 lbs	Finish Broom	84" wide, 76 lbs
Profile Blades	60" wide, 42 lbs	Rigid Drag Mat	72" wide, 68 lbs
Plug Aerator	40" wide, 400 lbs	Coco Drag Mat	72" wide, 70 lbs
Lip Edger	Side-Mounted Disc	XD Flexible Mat	72" wide, 75 lbs

## AVAILABLE TURF-GRASS ATTACHMENT SPECIFICATIONS

Hydraulic Spreader	120lbs. Capacity, Adjustable 4 - 25' Spread Pattern, Side Deflector
Cultipacker	48" (4), 272 lbs., 21 packers, 9.5" Diameter Packer Wheels (Cast Iron with Crushing Knobs)
Plug Aerator	40" (3) width, 400 lbs., 4" x 8" tine pattern, 3/4" round plug, up to 3 1/2" plug depth

## AVAILABLE VIBRAFLEX MODELS

Model 5800	60" wide • 4 staggered rows • 1/2" spacing • 1/8" or 1/4" U-shaped VibraFlex pins
Model 3800	60" wide • 4 staggered rows • 3/4" spacing • 1/4" or 3/8" U-shaped VibraFlex pins



TOLL FREE: (877) 788-7253  
 1320 3<sup>RD</sup> STREET • OSCEOLA, IN 46561  
 ABISPORTSTURF.COM



ABI  
520 S Byrkit Ave  
Mishawaka IN 46544  
United States

# Quote

#QO257118

ID #: 306655 Jeff Davies, 04/20/2016

**Bill To**  
Jeff Davies  
Grand Rapids MN 55744  
United States

**Ship To**  
Jeff Davies  
Grand Rapids MN 55744  
United States

**Product Specialist**  
1st: Jonn Shaver, 2nd:

**Payment Method**  
Net 30

**Expires**  
04/30/2016

**Shipping Method**  
LTL - XPO

**Freight Accessorials**  
Lift Gate

Quantity	Item	Rate	Amount
1	<b>ABI-S360</b> ABI Force (with Scarifiers and Finish Combs)	\$14,500.00	\$14,500.00
1	<b>IR-VFD-5-3800</b> .VibraFlex 5' Drag 3800	\$495.00	\$495.00
1	<b>IR-PB</b> .PROFILE BLADE FOR INFIELD RASCAL/FORCE (Set of 2 Blades)	\$195.00	\$195.00
1	<b>IR-RGDRGMTLVBR</b> .Rigid Drag Mat & Level Bar for Infield Rascal/Force 6'	\$345.00	\$345.00
1	<b>FRCREHYDLFT</b> .Rear Hydraulic Lift for the ABI Force	\$445.00	\$445.00

Product Subtotal	\$15,980.00
Shipping Charge	\$408.00
Shipping Discount (-)	(\$208.00)
Premium Freight Discount (-)	(\$200.00)
Tax Total (%)	\$0.00

**Total \$15,980.00**

**Notes**

**Special Notice**

Thank you for your interest! All payments must be received in US dollars. Payment in full before shipment is required, unless otherwise approved for financing through one of our partners, or approved for corporate/government terms with ABI. If state and local sales or use taxes are not included on your quote, you may still be responsible to pay taxes on this purchase. Please consult with your tax advisor or the Department of Revenue for any tax liabilities. Review the "Freight Assesorials" section above to ensure appropriate offloading services have been ordered for your situation. Additional services may increase costs. All orders are subject to management approval. If you have questions about this quote, please call your product specialist at 877-788-7253.



QO257118

## *Sole Source Document*

City of Grand Rapids  
Jeff Davies



ABI SportsTurf  
520 S. Byrkit Ave  
Mishawaka, IN 46544

Jeff,

ABI SportsTurf is a division of Absolute Innovations, Inc. located in Mishawaka, Indiana. ABI is a direct sell company who has designed the configuration and ground engaging components for the product described as the ABI Force.

Absolute Innovations, Inc. purchases the basic chassis from L.T. Rich out of Leobenon, Indiana but has an exclusive configuration and world wide licensing agreement in the sports turf market.

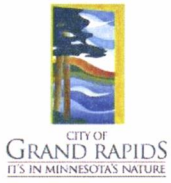
Because Absolute Innovations, Inc. has no dealers, or distributors, and L.T. Rich cannot sell the ABI configuration of their zero turn chassis, ABI Sports Turf is the only place in which an ABI Force can be purchased.

Beyond the exclusiveness of the zero turn chassis, ABI has designed all of the ground engaging components for the ABI Force such as the VibraFlex nail board, Profile Blades and all of the rear mount attachments. These ground engaging attachments are made and distributed from Absolute Innovations, Inc. in Osceola Indiana and are not available through any other means worldwide.

I hope that this Sole Source Letter serves your needs and satisfies your requirements for the purchase of the ABI Force.

Sincerely,

Scott Holmes  
Executive Vice President/Owner  
Absolute Innovations, Inc.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 16-0302      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 5/4/2016      **In control:** City Council  
**On agenda:** 5/9/2016      **Final action:**  
**Title:** Consider approving the verified claims for the period April 19, 2016 to May 2, 2016 in the total amount of \$346,484.03.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CITY COUNCIL BILL LIST 05-09-16.pdf](#)

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

Consider approving the verified claims for the period April 19, 2016 to May 2, 2016 in the total amount of \$346,484.03.

**Requested City Council Action**

Make a motion approving the verified claims for the period April 19, 2016 to May 2, 2016 in the total amount of \$346,484.03.



TE: 05/04/2016  
ME: 11:50:44  
: AP443000.CGR

CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	AMOUNT D
GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	67.
1415377	NORTHERN BUSINESS PRODUCTS INC	5.
1920240	CHAD B STERLE	10,000.
T001047	ISLAMIC RESOURCE GROUP	875.
TOTAL CITY WIDE		10,948.
SPECIAL PROJECTS-NON BUDGETED		
0218115	BRAUN INTERTEC CORPORATION	1,190.
0920060	ITASCA COUNTY TREASURER	416.
TOTAL SPECIAL PROJECTS-NON BUDGETED		1,606.
SPECIAL PROJECTS-BUDGETED		
0920050	ITASCA COUNTY HISTORICAL	10,869.
TOTAL SPECIAL PROJECTS-BUDGETED		10,869.
ADMINISTRATION		
0512200	ELECTION SOURCE	1,650.
1415377	NORTHERN BUSINESS PRODUCTS INC	118.
1920240	CHAD B STERLE	75.
TOTAL ADMINISTRATION		1,844.
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	33.
0315455	COLE HARDWARE INC	11.
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	461.
0920060	ITASCA COUNTY TREASURER	1,565.
1909510	SIM SUPPLY INC	215.
TOTAL BUILDING MAINTENANCE-CITY HALL		2,288.
COMMUNITY DEVELOPMENT		
0301685	CARQUEST AUTO PARTS	290.
TOTAL COMMUNITY DEVELOPMENT		290.
FINANCE		

TE: 05/04/2016  
ME: 11:50:44  
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CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	AMOUNT D
-----		
GENERAL FUND		
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	20.
	TOTAL FINANCE	20.
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	85.
0415500	DOMINO'S PIZZA	98.
0920060	ITASCA COUNTY TREASURER	45.
1415535	NORTHLAND MACHINES	537.
2000400	T J TOWING	279.
	TOTAL FIRE	1,046.
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	1,170.
2315634	WORKS COMPUTING INC	676.
	TOTAL INFORMATION TECHNOLOGY	1,847.
PUBLIC WORKS		
0100046	ASV, LLC	15.
0104799	ADVANCED SERVICES INC	864.
0121721	AUTO VALUE - GRAND RAPIDS	46.
0121725	AUTOMOTIVE ELECTRIC LLC	116.
0221650	BURGGRAF'S ACE HARDWARE INC	107.
0301685	CARQUEST AUTO PARTS	548.
0315455	COLE HARDWARE INC	302.
0601690	FASTENAL COMPANY	26.
0801836	HAWKINSON SAND & GRAVEL	205.
0920040	ITASCA COUNTY FARM SERVICE	374.
0920060	ITASCA COUNTY TREASURER	90.
1200500	L&M SUPPLY	893.
1415030	NAPA SUPPLY OF GRAND RAPIDS	22.
1415484	NORTHERN LIGHTS TRUCK	38.
1415640	NORTRAX EQUIPMENT COMPANY	329.
1908248	SHERWIN-WILLIAMS	129.
1920070	STATE CHEMICAL MFG COMPANY	487.
2300765	W.W. WALLWORK INC	863.
2305453	WESCO DISTRIBUTION INC	294.
	TOTAL PUBLIC WORKS	5,755.

TE: 05/04/2016  
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CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	AMOUNT D
-----		
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	241.
1201850	LAWSON PRODUCTS INC	263.
1301720	MATCO TOOLS	52.
1415484	NORTHERN LIGHTS TRUCK	117.
	TOTAL FLEET MAINTENANCE	674.
POLICE		
0205725	BETZ EXTINGUISHER COMPANY	47.
0221650	BURGGRAF'S ACE HARDWARE INC	41.
0301685	CARQUEST AUTO PARTS	80.
0409501	DIMICH LAW OFFICE	4,583.
0900060	ICTV	63.
1200500	L&M SUPPLY	71.
1201434	LAKE WOODS CHRYSLER	132.
1415048	NORTH COUNTRY VET CLINIC	117.
1415377	NORTHERN BUSINESS PRODUCTS INC	2,330.
1608560	PHOTO EXPRESS	6.
1609925	PIZZA WORKS	42.
1801613	RAPIDS PRINTING	1,487.
2000400	T J TOWING	525.
2001657	TASER INTERNATIONAL INC	4,490.
	TOTAL POLICE	14,021.
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE INC	22.
0315455	COLE HARDWARE INC	139.
0609457	FILTHY CLEAN INC	1,300.
0920060	ITASCA COUNTY TREASURER	45.
1601753	PAUL HADDIX LOCKSMITHING	159.
1909510	SIM SUPPLY INC	65.
	TOTAL	1,732.
REPORT		
0315455	COLE HARDWARE INC	11.
0920060	ITASCA COUNTY TREASURER	225.
1415640	NORTRAX EQUIPMENT COMPANY	1,306.
	TOTAL	1,543.

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CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	AMOUNT D
VIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	113.
0221650	BURGGRAF'S ACE HARDWARE INC	44.
0315455	COLE HARDWARE INC	2.
0501656	THE EARTHGRAINS COMPANY INC	47.
0605670	FERRELLGAS	144.
0920060	ITASCA COUNTY TREASURER	45.
1301168	MARKETPLACE FOODS	9.
1605611	PEPSI-COLA	254.
1901535	SANDSTROM COMPANY INC	1,347.
1909510	SIM SUPPLY INC	176.
2116600	UPPER LAKE FOODS INC	447.
	TOTAL GENERAL ADMINISTRATION	2,632.
CREATION PROGRAMS		
T001051	ROMI RUDOLPH	60.
	TOTAL	60.
ATE HAZ-MAT RESPONSE TEAM		
0221650	BURGGRAF'S ACE HARDWARE INC	18.
	TOTAL	18.
METERY		
0103325	ACHESON TIRE COMPANY INC	48.
0221650	BURGGRAF'S ACE HARDWARE INC	82.
0718010	CITY OF GRAND RAPIDS	97.
1615427	POKEGAMA LAWN AND SPORT	82.
T001050	WAYNE SR & MARCIA GARNER	480.
	TOTAL	790.
MESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	45.
	TOTAL	45.

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CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	AMOUNT D
-----		
GENERAL CAPITAL IMPRV PROJECTS		
NEIGHBORHOOD & ECON DEV		
0218115	BRAUN INTERTEC CORPORATION	3,933.
TOTAL NEIGHBORHOOD & ECON DEV		3,933.
MUNICIPAL STATE AID STRT-CONST		
NO PROJECT		
0920060	ITASCA COUNTY TREASURER	11,035.
TOTAL NO PROJECT		11,035.
FORM WATER UTILITY		
0121721	AUTO VALUE - GRAND RAPIDS	25.
0315455	COLE HARDWARE INC	17.
0315650	CORPORATE CONNECTION, INC	49.
1415484	NORTHERN LIGHTS TRUCK	1,281.
1621125	PUBLIC UTILITIES COMMISSION	2,200.
TOTAL		3,574.
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 76,578.
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T	776.
0104095	DALE ADAMS	66.
0113232	AMERIFLEX BUSINESS SOLUTIONS	532.
0221652	BNSF RAILWAY COMPANY	575.
0305530	CENTURYLINK COMMUNICATIONS LLC	54.
0405447	DELTA DENTAL OF MINNESOTA	2,721.
0405505	JAMES DENNY	375.
0504610	RON EDMINSTER	70.
0605191	FIDELITY SECURITY LIFE INS CO	49.
0718015	GRAND RAPIDS CITY PAYROLL	209,309.
0718070	GRAND RAPIDS STATE BANK	300.
0815440	HOLIDAY COMPANIES	112.
0900060	ICTV	21,584.
0920055	ITASCA COUNTY RECORDER	184.
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.
1209516	LINCOLN NATIONAL LIFE	972.
1305046	MEDIACOM LLC	75.
1309199	MINNESOTA ENERGY RESOURCES	6,859.
1309335	MINNESOTA REVENUE	2,659.
1309341	MN STATE FIRE MARSHAL DIVISION	270.
1309375	MINNESOTA UNEMPLOYMENT COMP FD	6,831.

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CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 05/09/2016

VENDOR #	NAME	AMOUNT D
-----		
ECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1315654	NATHAN MORLAN	195.
1503151	OCCUPATION DEVELOPMENT CENTER	42.
1606225	LAURA PFEIFER	82.
1621130	P.U.C.	11,015.
1903321	STEVEN SCHAAR	32.
1921620	SUPERIOR USA BENEFITS CORP	227.
2000100	TASC	30.
2000490	TDS Metrocom	792.
2114750	UNUM LIFE INSURANCE CO OF AMER	253.
2201535	VANTIV INTEGRATED PAYMENTS	65.
2301700	WASTE MANAGEMENT	738.
2305447	WELLS FARGO BANK NA	1,050.

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$269,905.9

TOTAL ALL DEPARTMENTS 346,484.