



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail

### City Council

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Monday, April 13, 2015

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, April 13, 2015 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

#### CALL OF ROLL

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

[15-1201](#) Pinning ceremony for Fire Captain Travis Cole.

[15-1223](#) MEDS 1 ~ Award Presentation

#### MEETING PROTOCOL POLICY

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

**5:10 PM PUBLIC FORUM**

**5:15 PM COUNCIL REPORTS**

**5:20 PM APPROVAL OF MINUTES**

[15-1211](#) Approve Council minutes for Monday, March 23, 2015 Worksession & Regular Meetings and Monday, March 30, 2015 Special meeting and make note of comments made during the public forum at a previous meeting.

**Attachments:** [March 23, 2015 Worksession](#)  
[March 23, 2015 Regular Meeting](#)  
[March 30, 2015 Special Meeting](#)

**5:22 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. [15-1215](#) Approve temporary liquor license for ICTV for event on May 20, 2015.  
**Attachments:** [ICTV Temp Liquor](#)
2. [15-1217](#) Accept Grand Rapids EDA Annual Report for the year 2014.  
**Attachments:** [GREDA Annual Report 2014](#)
3. [15-1219](#) Consider adopting a resolution authorizing submittal of an IRRRB commercial redevelopment grant in the amount of \$5,557.50 for the Grand Rapids Civil Air Patrol for asbestos removal in their building at the Grand Rapids / Itasca County airport.  
**Attachments:** [4-13-15 Resolution authorizing IRRRB Grant submittal.pdf](#)  
[IRRRB Packets.pdf](#)
4. [15-1220](#) Renew lease agreements with ISD 318.  
**Attachments:** [HS Lease Agreement 2015-18](#)  
[Facility Lease Agreement ISD 318 2015 - 18](#)
5. [15-1221](#) Lease Agreement with Itasca Community College  
**Attachments:** [ICC Baseball and Softball Lease - 2015](#)
6. [15-1224](#) Adopt a resolution accepting a donation of one (1) Stalker DSR 2X radar unit from the Minnesota Department of Public Safety – Office of Traffic Safety (OTS) for the program Toward Zero Deaths (TZD)  
**Attachments:** [PD Toward Zero Radar Unit](#)
7. [15-1225](#) Authorize the Chief of Police to sign the Interagency Agreement with Itasca County Sexual Assault Interagency Council, Support within Reach.  
**Attachments:** [Itasca County Sexual Assault Interagency Council.docx](#)
8. [15-1230](#) Hire temporary employees for Park & Recreation / I.R.A. Civic Center
9. [15-1234](#) Consider approving the Public Works Department's Part-Time Eligibility List for the 2015 Spring/Summer Maintenance Season.  
**Attachments:** [2015 4-13 PT Summer Maint Eligibility List](#)

**5:25 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**



10. [15-1236](#) Acknowledge minutes for Boards & Commissions.  
**Attachments:** [February 11, 2015 PUC Special Meeting](#)  
[February 12, 2015 PUC Regular Meeting minutes](#)  
[February 25, 2015 Human Rights Minutes](#)  
[February 18, 2015 HRA Minutes](#)  
[January 21, 2015 HRA Minutes](#)  
[January 21, 2015 HRA Re-organizational meeting minutes](#)  
[January, 14, 2015 Library Board Minutes](#)

**5:28 DEPARTMENT HEAD REPORT**  
**PM**

11. [15-1233](#) Public Works Department Head Report  
**Attachments:** [2015 4-13 PW Spring DH Report](#)

**5:40 CIVIC CENTER, PARKS & RECREATION**  
**PM**

12. [15-1222](#) Purchase playground equipment for the new City Park in the Remer / DeSchepper neighborhood.  
**Attachments:** [MN-WI Playground Quote 1](#)  
[MN-WI Playground Quote 2](#)

**5:45 ENGINEERING**  
**PM**

13. [15-1194](#) Consider authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$100,000 of 2016 FAA entitlement funds from the Grand Rapids-Itasca County Airport Federal Account to the Falls International Airport Commission's Federal Account.  
**Attachments:** [4-7-15 Attachment INL Transfer Docs.pdf](#)
14. [15-1226](#) Consider approving the professional services agreement with SEH in the amount of \$5000 to identify the obstructions in the field in order to assist the contractors submitting quotes for the removal of the trees.  
**Attachments:** [4-13-15 Prof Svcs Agreement - Obs Removal.pdf](#)

**5:50 GOLF COURSE**  
**PM**

15. [15-1232](#) Golf Pass EFT Payments  
**Attachments:** [Maximum Solutions Golf Season Passes.pdf](#)

**5:55 ADMINISTRATION DEPARTMENT**  
**PM**

16. [15-1228](#) Fill two vacancies on the Human Rights Commission.  
**Attachments:** [Alice Moren - HR Applicant](#)  
[Charles Burress - HR Applicant](#)  
[Marta Carrigan - HR Applicant](#)  
[John Schirber - HR Applicant](#)  
[Terry Stephens - HR Applicant](#)
17. [15-1231](#) Designation of law firm to perform labor and employment legal services for the City of Grand Rapids.  
**Attachments:** [Attorney RFP results](#)
18. [15-1239](#) Continue the process of filling the Facilities Maintenance Manager position.  
**Attachments:** [2015 Facilities Maintenance Manager - redlined](#)  
[2015 Facilities Maintenance Manager Final Revision 3-25](#)

**6:00 PUBLIC HEARINGS**  
**PM**

19. [15-1235](#) Conduct a public hearing to consider approval of an amended and restated business subsidy policy  
**Attachments:** [Grand Rapids TIF-Abate-Bus Subs Policy Updated Final](#)  
[Grand Rapids TIF-Abate-Bus Subs Policy Updates Redline with GREDA edits](#)
20. [15-1237](#) Consider adoption of a resolution approving an amended and restated Business Subsidy Policy  
**Attachments:** [Grand Rapids Resol Approving Amended Business Subsidy Policy](#)

**6:20 VERIFIED CLAIMS**  
**PM**

21. [15-1238](#) Consider approving the verified claims for the period March 17, 2015 to April 6, 2015 in the total amount of \$670,126.54.  
**Attachments:** [CITY COUNCIL 041315.pdf](#)

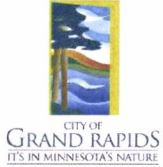
**6:25 ADJOURNMENT**  
**PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 27, 2015 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 #:** 15-1201      **Version:** 1      **Name:** Pinning ceremony for Fire Captain.  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 3/18/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Pinning ceremony for Fire Captain Travis Cole.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Pinning ceremony for Fire Captain Travis Cole.

**Background Information:**

The pinning ceremony for a promotion of one of our GRFD members follows the same format as that for swearing in a new firefighter, but with the addition of a very special step. After the mayor or family member pins the badge, we conduct a "collar pinning." The member being promoted invites a special person(s) to assist in pinning the collar insignia. The individual might be a spouse, children, a family member, a friend, or a mentor. It's a big day for family as well as for the member being promoted.

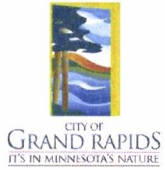
**Staff Recommendation:**

Conduct a pinning ceremony for Fire Captain Travis Cole.

**Requested City Council Action**

Conduct a pinning ceremony for Fire Captain Travis Cole.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1223      **Version:** 1      **Name:** MEDS 1 Awards  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 4/6/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** MEDS 1 ~ Award Presentation  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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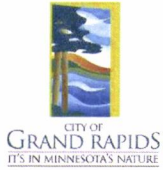
MEDS 1 ~ Award Presentation

**Background Information:**

The Grand Rapids Police Department will present plaques in appreciation for providing emergency medical training to the Police Department. Individuals to be recognized are:

Emergency Medical Technicians: Jim Ducharme & Kate Ophoven

MEDS 1 Owner: Kevin McNichols



# CITY OF GRAND RAPIDS

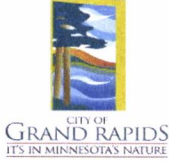
## Legislation Details (With Text)

<b>File #:</b>	15-1211	<b>Version:</b>	1	<b>Name:</b>	Council minutes
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Approval of Minutes
<b>File created:</b>	3/27/2015	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	4/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Approve Council minutes for Monday, March 23, 2015 Worksession & Regular Meetings and Monday, March 30, 2015 Special meeting and make note of comments made during the public forum at a previous meeting.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">March 23, 2015 Worksession</a> <a href="#">March 23, 2015 Regular Meeting</a> <a href="#">March 30, 2015 Special Meeting</a>				

Date	Ver.	Action By	Action	Result
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Approve Council minutes for Monday, March 23, 2015 Worksession & Regular Meetings and Monday, March 30, 2015 Special meeting and make note of comments made during the public forum at a previous meeting.

City resident, Ronald Niemala, contacted city staff requesting the minutes from Monday, March 9, 2015 reflect his statements regarding concerns over the city's bonding and alleged investigation by the SEC. As those minutes have already been approved, we are making note of Mr. Niemala's statements as requested.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, March 23, 2015

4:00 PM

City Hall 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, March 23, 2015 at 4:00 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

**Present** 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Bill Zeige, and Councilor Jon Toivonen

**Others present:**

*Tom Pagel, Chad Sterle, Rob Mattei, Steve Schaar, Jeff Davies, Julie Kennedy, Lynn DeGrio, Erik Scott*

### Discussion Items

1. Conference call with Loren Solberg

*Loren Solberg discusses current issues in the legislature including transportation, fiscal disparities, and LGA.*

2. Discuss Facilities Maintenance Manager position - Tom Pagel, Jeff Davies, Lynn DeGrio

*Mr. Pagel provides update regarding the future hiring of a Facilities Maintenance Manager. After review of applicants, approximately two were completely qualified. Staff considering joining current positions to share duties as opposed to hiring a new employee. Discussed the percentage of time for divided duties. Number of building inspections decrease in the winter, allowing for more time spent in facilities management.*

- 2a. **A RESOLUTION IN SUPPORT OF THE PUBLIC PROCESS TO DESIGNATE WATERS SUBJECT TO THE MPCA WATER WILD RICE QUALITY STANDARD**

*Discussed adding the resolution for RAMS. Councilor Zabinski provides background information. Attorney Sterle requests correction regarding the statutes. Move forward to consent agenda as 10a.*

**Referred to the City Council due back on 3/23/2015**

3. Review 5:00 PM Regular Meeting

*Addition of 10a as noted and addition of 10b, Outdoor Recreation; move item #1 from consent to 12a on regular agenda; move item #17 to consent as 10c; and addition of proclamation for ElderCircle.*

*Discussed item #20, draft agreement with LaPrairie. Move to consent as 10d.*

*Noted a bus tour on April 20th for the City Council to review Grand Rapids and current projects, beginning at 3:45 pm.*

*March 30th, 12:00 pm - 1:00 pm, joint PUC/Council meeting.*

**ADJOURN**

*There being no further business, the meeting adjourned at 4:55 PM.*

Respectfully submitted: Kimberly Gibeau, City Clerk

*Kimberly Gibeau*





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

---

Monday, March 23, 2015

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, March 23, 2015 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

### CALL OF ROLL

**Present** 5 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Jon Toivonen

### Others present:

*Tom Pagel, Chad Sterle, Lynn DeGrio, Mike Lieble, John Linder, Rob Rima, Steve Schaar, Jeff Davies, Travis Cole, Julie Kennedy, Barb Baird*

**5:05 PM PRESENTATIONS/PROCLAMATIONS**

Elected Official's Day Proclamation

*Mayor Adams reads the proclamation for the record.*

#### **Received and Filed**

Oath of Office for Fire Chief Mike Liebel

*Conducted Oath of Office for newly appointed Fire Chief, Michael Liebel.*

#### **Received and Filed**

Pinning ceremony for 2nd Assistant Fire Chief John Linder.

*Chief Liebel conducts the pinning ceremony for newly appointed 2nd Assistant Chief, John Linder.*

#### **Received and Filed**

**5:10 PM MEETING PROTOCOL POLICY**

**5:11 PUBLIC FORUM  
PM**

*None.*

**5:16 COUNCIL REPORTS  
PM**

*Councilor Zabinski shares information regarding PUC, statewide ranking of Grand Rapids.*

*Councilor Toivonen announces the birth of his child on March 13th.*

*Councilor Christy congratulates Mike Liebel on his appointment to the position of Fire Chief.*

**5:20 APPROVAL OF MINUTES  
PM**

Approve Council minutes for Monday, March 9, 2015 Worksession and Regular Meetings.

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

**5:21 CONSENT AGENDA  
PM**

2. Consider authorizing City Staff to donate the engineering department's plotter to the CW3 Phil Windorski Jr Memorial Foundation, a 501(c) (3) organization, and remove the plotter from the City's asset list.

**Approved by consent roll call**

3. Adopt Resolution to Accept a Grant from the Blandin Foundation for CIT Training

**Adopted Resolution 15-16 by consent roll call**

4. Approve temporary liquor license for Grand Rapids Player for an event to be held on April 24, 2015 at MacRostie Art Center.

**Approved by consent roll call**

5. Approve temporary liquor license for American Legion for Car Show & Swap Meet to be held on July 23 - 26, 2015 at Itasca County Fairgrounds.

**Approved by consent roll call**

6. Approve temporary liquor license for St. Josephs Catholic Church event to be held on May 1, 2015 at the Church.

**Approved by consent roll call**

7. Consider approval of a resolution awarding the sale of, and providing the form, terms, covenants and directions for the issuance of a \$320,000, Series 2015, taxable limited revenue note to 1st Ave. Condominiums, LLC.  
**Adopted Resolution 15-17 by consent roll call**
8. Request by the Grand Rapids Police Department to sell forfeited and impounded vehicles at the MSAA (Mid-State Auto Auction) in New York Mills, MN starting on March 27, 2015 and ending on April 17, 2015.  
**Approved by consent roll call**
9. Pay adjustments for seasonal Golf Course employees.  
**Approved by consent roll call**
10. Consider authorizing staff's solicitation of quotes for modifications to the Community Development Department reception area and the advanced acceptance of a low quote in a not to exceed amount of \$9,300.00.  
**Approved by consent roll call**
- 10a. **A RESOLUTION IN SUPPORT OF THE PUBLIC PROCESS TO DESIGNATE WATERS SUBJECT TO THE MPCA WATER WILD RICE QUALITY STANDARD**  
**Adopted Resolution 15-18 by consent roll call**
- 10b. Adopt a resolution authorizing staff to apply for an Outdoor Recreation Grant.  
**Adopted Resolution 15-19 by consent roll call**
- 10c. Request by the Grand Rapids Police Department to retain a forfeited vehicle for official use by the Police Department and Community Development.  
**Approved by consent roll call**
- 10d. An agreement to provide temporary city clerk and finance services to the City of LaPrairie  
**Approved by consent roll call**

**Approval of the Consent Agenda**

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

**Aye** 5 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Jon Toivonen

**5:23 SETTING OF REGULAR AGENDA  
PM**

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Bill Zeige, to approve the Regular agenda as amended. The motion PASSED by unanimous vote.**

**5:24 DEPARTMENT HEAD REPORT  
PM**

11. Department Head Report: Community Development Department

*Mr. Mattei provides update on department activities including:*

- ~ Building permit statistics*
- ~ New housing stats*
- ~ Economic Development Activity*
- ~ Staff recognition*

**Received and Filed**

**5:35 ENGINEERING  
PM**

12. Consider approving the Agreement for Professional Services with SEH for \$16,100 to complete the final design, prepare construction plans and specifications, and perform bidding services for the 2015 Crack Repair Project at the airport.

**A motion was made by Councilor Christy, seconded by Councilor Zabinski, to approve agreement with SEH regarding 2015 Crack Repair Project. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Jon Toivonen

12a. Adopt a resolution ordering the advertisement of bids for AP2015-1, 2015 Crack Repair Project at the Airport.

**A motion was made by Councilor Zeige, seconded by Councilor Toivonen, to adopt Resolution 15-20, ordering ad for bids for AP2015-1. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Jon Toivonen



- 13. Consider approving a Recreational Trail License Agreement with the Itasca County Regional Rail Authority allowing them to construct, maintain, repair and operate the Mesabi Trail upon City property described in the Agreement.

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Bill Zeige, approving agreement with Itasca County Regional Rail Authority as presented. The motion PASSED by unanimous vote.**

- 14. Consider approving a Trail License Agreement with the Regents of the University of Minnesota for a 20-year term for the purposes of reconstructing the Mesabi Trail and authorize payment to the Regents of the University of Minnesota in the amount of \$2,750.00.

**A motion was made by Councilor Zeige, seconded by Councilor Zabinski, approving agreement with Regents of the UofM as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
 Councilor Ed Zabinski  
 Mayor Dale Adams  
 Councilor Bill Zeige  
 Councilor Jon Toivonen

- 15. Consider approving the purchase of a Permanent Easement from Minnerath Residential Properties in the amount of \$3,662.00 with funding from the PIR account.

**A motion was made by Councilor Christy, seconded by Councilor Zabinski, approving purchase of easement from Minnerath Residential Properties as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
 Councilor Ed Zabinski  
 Mayor Dale Adams  
 Councilor Bill Zeige  
 Councilor Jon Toivonen

**5:50 INFORMATION TECHNOLOGY  
 PM**

- 16. Consider entering into a Datacenter Rack Space lease agreement with Itasca County and authorize the mayor to sign related documents.

**A motion was made by Councilor Zabinski, seconded by Councilor Christy, approved as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
 Councilor Ed Zabinski  
 Mayor Dale Adams  
 Councilor Bill Zeige  
 Councilor Jon Toivonen

**5:50 POLICE DEPARTMENT  
 PM**

*Item #17 moved to consent as 10c.*

**6:00 ADMINISTRATION DEPARTMENT****PM**

18. Establish an eligibility list for the position of Captain with the Grand Rapids Fire Department.

**A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, establishing eligibility list for Captain with Fire Department. The motion PASSED by unanimous vote.**

19. Appointment of Travis Cole to the position of Captain for the Grand Rapids Fire Department.

**A motion was made by Councilor Toivonen, seconded by Councilor Zeige, to appoint Travis Cole to the position of Captain with the Grand Rapids Fire Department. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Jon Toivonen

**6:15 VERIFIED CLAIMS****PM**

21. Consider approving the verified claims for the period March 3, 2015 to March 16, 2015 in the total amount of \$931,351.83, of which \$505,623.75 are bond payments.

**A motion was made by Councilor Christy, seconded by Councilor Toivonen, to approved the Verified Claims as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Jon Toivonen

**6:20 ADJOURNMENT****PM**

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Bill Zeige, to adjourn the meeting at 6:00 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted: Kimberly Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, March 30, 2015

4:00 PM

City Hall Council Chambers

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### Special Meeting

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Monday, March 30, 2015 at 4:00 p.m. in Council Chambers Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### CALL OF ROLL

**Present** 4 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige

**Excused** 1 - Councilor Jon Toivonen

#### ADMINISTRATION DEPARTMENT

1. Notice of resignation by Councilor Jon Toivonen from the Grand Rapids City Council.  
*City Administrator Pagel notes that Councilor Jon Toivonen submitted his resignation from the City Council on Friday, March 27, 2015, effective immediately. Councilor Toivonen has accepted a position within his company that requires he and his family to relocate to Richfield, Minnesota, whereas he would no longer meet residency requirements for City Council.*  
**A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, to accept the notice of resignation, with regret, from Councilor Jon Toivonen. The motion PASSED by unanimous vote.**
  
2. Consider adopting resolution declaring a vacancy due to the resignation of Councilmember Jon Toivonen.  
  
*City Attorney Sterle advises the Council that state statute requires a vacancy due to death or resignation of a City Council member must be declared by resolution prior to filling. Mayor Adams reads the draft resolution and opens the discussion for comments or questions.*  
**A motion was made by Councilor Zabinski, seconded by Councilor Zeige, to adopt Resolution 15-21, declaring a vacancy on the Grand Rapids City Council. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige

3.

Appoint Rick Blake to fill the vacant Council position until a new Council member is elected in a special election at the next general election on November 8, 2016.

*Mr. Pagel discusses options for the Council regarding filling the vacancy. The City Council can schedule a special election, not sooner than 90 days to allow for required notice and postings, or the City Council can appoint a city resident to fill the vacancy for a term expiring December 31, 2016. If Council decides to follow through with the appointment process, a special election will be held in conjunction with the next general election on November 8, 2016 to fill the two years remaining in the original term. Also discussed the potential cost of a stand alone special election this year, projected to be in excess of \$5000. In light of the fact that there was a general election held less than a full five months prior, staff is recommending the Council consider appointing Mr. Rick Blake to the vacant Council seat and prepare for a special election in November 2016. Mr. Blake received the third highest number of votes in the general election in November 2014 and the City Council has set past precedence regarding appointments based on votes received by candidates not elected. Mr. Blake has indicated his willingness to fill the vacancy should the Council move forward with the appointment recommendation.*

**A motion was made by Councilor Zabinski, seconded by Councilor Christy, to appoint Mr. Rick Blake to fill the vacancy on the City Council, effective immediately, term to expire December 31, 2016 and hold a special election for the remainder of the original term on November 8, 2016 in conjunction with the next general election. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige

#### ADJOURNMENT

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Bill Zeige, to adjourn the meeting at 4:14 PM. The motion PASSED by unanimous vote.**

Respectfully submitted: Kimberly Gibeau, City Clerk







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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1215      **Version:** 1      **Name:** Temp Liquor License  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/30/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Approve temporary liquor license for ICTV for event on May 20, 2015.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [ICTV Temp Liquor](#)

Date	Ver.	Action By	Action	Result
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Approve temporary liquor license for ICTV for event on May 20, 2015.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Itasca Community Television, Inc.		Date organized June 1983	Tax exempt number 36-4209055
Address 819 NE 4th St.		City Grand Rapids	State Minnesota
		Zip Code 55144	
Name of person making application Beth George		Business phone (218) 999-0088	Home phone
Date(s) of event May 20, 2015		Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit	
Organization officer's name <i>[Signature]</i>		City Grand Rapids	State Minnesota
		Zip 55744	
<input checked="" type="checkbox"/> Add New Officer			

Location where permit will be used. If an outdoor area, describe.  
 819 NE 4th St Building and adjacent parking lot

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Grand Rapids City/County	Date Approved
# 20 City Fee Amount	Permit Date
3-20-15 Date Fee Paid	City/County E-mail Address
<i>[Signature]</i> Signature City Clerk or County Official	Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Itasca Reliable Insurance Agency 1121 E US Hwy 169 PO Box 825 Grand Rapids MN 55744		<b>CONTACT NAME:</b> Diane Dick, CIC,CISR,AAM <b>PHONE (A/C, No, Ext):</b> (218) 326-8518 <b>FAX (A/C, No):</b> (218) 326-9557 <b>E-MAIL ADDRESS:</b> dianed@itascareliableinsurance.com	
<b>INSURED</b> ITASCA COMMUNITY TELEVISION, INC 819 NE 4TH ST GRAND RAPIDS MN 55744		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: West Bend Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 15350

**COVERAGES** CERTIFICATE NUMBER: 2015-16 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		NS00659486	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

12183267680@efaxsend.com

City of Grand Rapids  
 Attn: Lynn Degrio  
 420 Pokegama Ave N  
 Grand Rapids, MN 55744

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D Dick, CIC,CISR,AAM/

*Diane Dick*

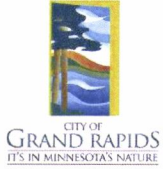
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ACORD 25 (2014/01)

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INS025 (201401)





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1217      **Version:** 1      **Name:** Accept Grand Rapids EDA Annual Report for the year 2014.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/31/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Accept Grand Rapids EDA Annual Report for the year 2014.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [GREDA Annual Report 2014](#)

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

Accept Grand Rapids EDA Annual Report for the year 2014.

**Background Information:**

The Bylaws of the Grand Rapids Economic Development Authority establish that: "GREDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the City of Grand Rapids"

The attached GREDA 2014 Annual Report is provided to fulfill that obligation.

**Requested City Council Action**

Accept Grand Rapids EDA Annual Report for the year 2014.

# **G**rand **R**apids **E**conomic **D**evelopment **A**uthority



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

## **2014** **Annual Report**

Prepared by:

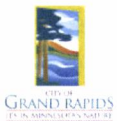
Rob Mattei  
Director of Community Development /  
GREDA Executive Director



## Table of Contents

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Mission .....	3
Governance .....	3
Development Property Assets .....	4-6
Business Assistance Programs .....	7-8
Additional Project Funding .....	9
Business Retention and Attraction .....	10
Summary of 2014 Activities .....	11
GREDA Financial Summary - Operating Budget .....	12
GREDA Financial Summary - Capital Projects Budget .....	13
2015 GREDA Work Plan .....	14-16



## Mission

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The Mission of the Grand Rapids Economic Development Authority (GREDA) is to advance the growth of our local economy through efforts focused on business recruitment, retention and expansion.

As the City's economic development agent, the GREDA strives to provide a high level of service, in order to encourage economic investment and prosperity in the City of Grand Rapids and the surrounding region. The GREDA works closely with businesses to: identify creative solutions to challenging problems, generate enhanced opportunities for growth, and help them achieve their short- and long-term goals.

## Governance

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The Grand Rapids Economic Development Authority (GREDA) is a public body governed by Minnesota Statute chapter 469, and Enabling Resolutions enacted by the City Council of the City of Grand Rapids.

The management of all of the affairs, property and business of GREDA is vested in a Board of Commissioners consisting of 7 persons, 2 of which must be members of the City Council. The GREDA, on an annual basis, elects its Officers, which include: a President, Vice President, Secretary/Treasurer, and Asst. Treasurer. The GREDA is provided staff support primarily through the Community Development Department, with the Director of Community Development acting as the GREDA Executive Director, and with the Community Development Administrative Assistant acting as the Recorder.

The GREDA Board of Commissioners is currently made up of the following volunteers:

Member	Position	Affiliation/Occupation	Term Expires
Sholom Blake	President	Private Business Owner/CPA	3/1/19
Jon Toivonen	Commissioner	City Council/Business Owner-Operator	12/31/18 Concurrent with Council Term
Chris Lynch	Vice President	Bank Executive	3/1/19
Mike Przytarski	Commissioner	Property Owner/Manager	3/1/21
Cory Jackson	Commissioner	Business Financial Officer	3/1/17
Mike Stefan	Commissioner	Financial Advisor	3/1/18
Dale Christy	Commissioner	City Council/Teacher	12/31/16 Concurrent with Council Term


\*The City Finance Director serves as the Asst. Treasurer

Also providing valued service to the GREDA during 2014 were former Commissioner/Council Member Joe Chandler.

Article VII, Section 1, of the Bylaws of the Grand Rapids Economic Development Authority establishes that: "GREDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the City of Grand Rapids."

This report is intended to summarize the GREDA's activities and financial condition for the year ending December 31, 2014.

Respectfully submitted,

  
\_\_\_\_\_  
Sholom Blake, Grand Rapids EDA  
President



## Development Property Assets

Beginning in 1969, the GREDA and its predecessor organization, the Grand Rapids Industrial Park Commission, have invested in the creation of four industrial park areas in Grand Rapids. Those industrial parks have become the home for 24 businesses, providing over 1,000 jobs in our community.

The attraction and location of industrial business in our community is pursued by GREDA within a competitive environment. Communities in the Arrowhead Region, including Grand Rapids, have had to counterbalance weaknesses, such as our distance from major market areas, by providing incentives to businesses for locating in our community. A primary means of providing that incentive involves providing development sites for business location at a competitive rate, most often below actual cost.

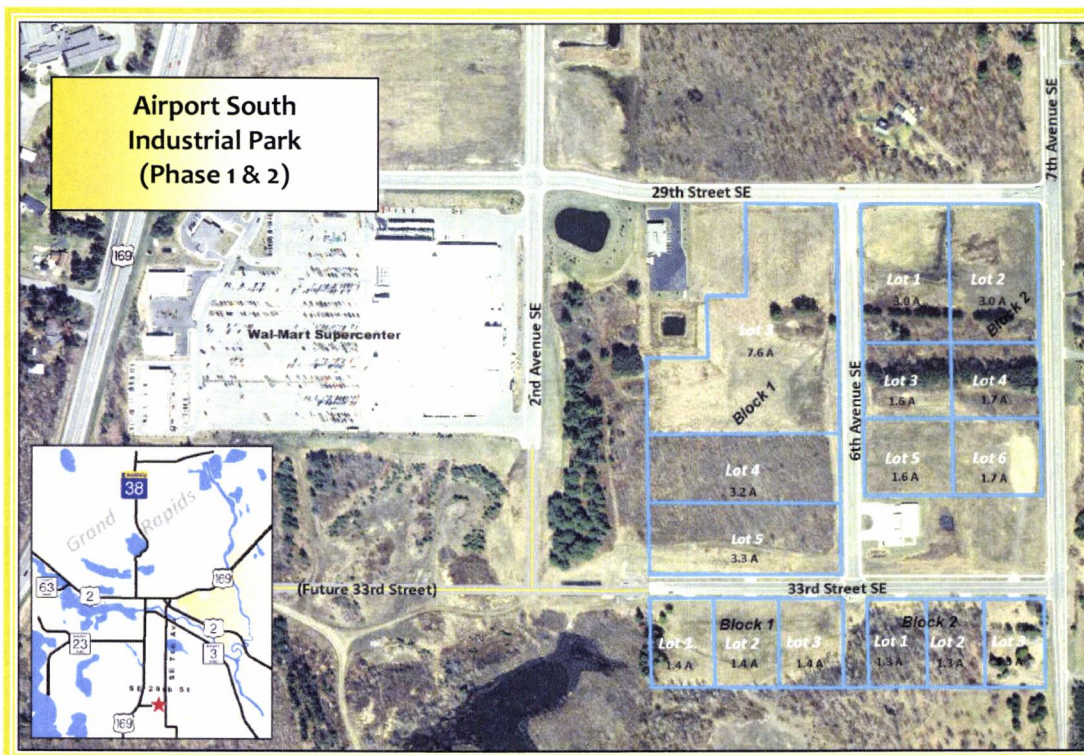
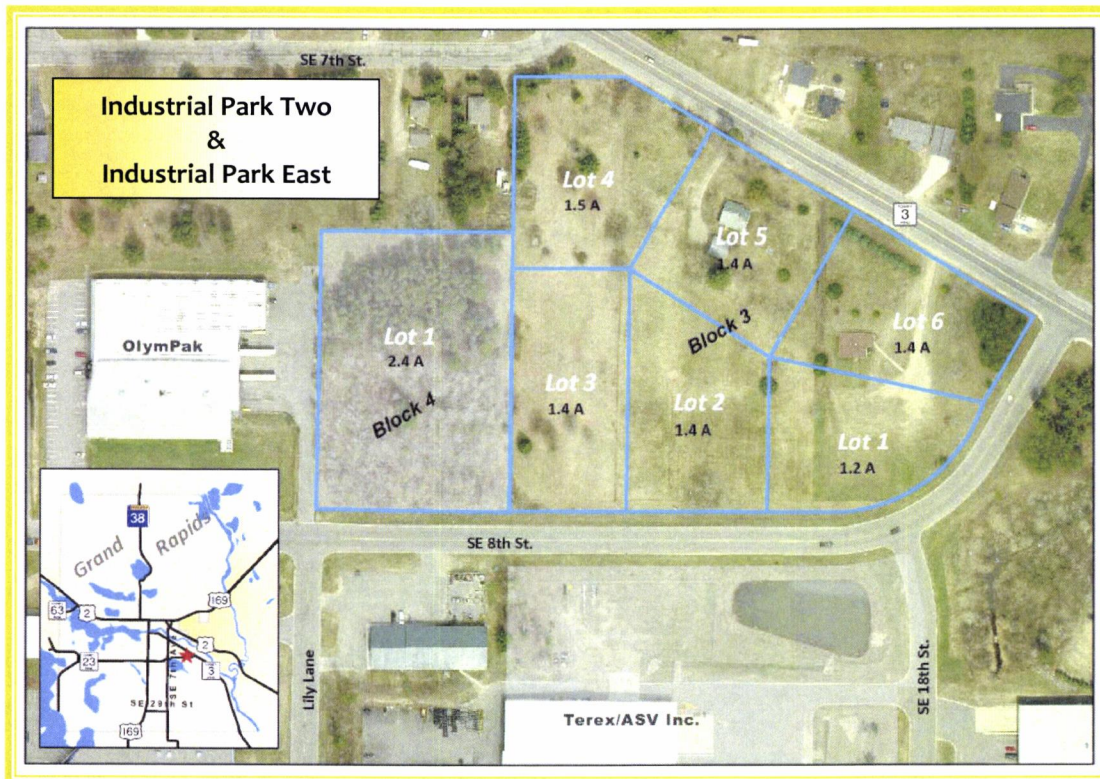
In addition to assembling lands for industrial development, the GREDA has also actively pursued the development of underutilized properties in the Downtown and Mississippi Riverfront areas. As examples, the GREDA has sold land which led to the development of the Glorvigen office building and the KAXE Northern Public Radio station. The GREDA also exercised their authority to purchase and sell lands in support of the private redevelopment of Block 37, located at the corner of TH 2 and TH 169. The GREDA currently owns property in Blocks 20 & 21, immediately north of the Library, which they continue to market to developers interested in creating professional office, residential and other compatible uses. The GREDA also acquired title from the City to the former North Country Recycling property, a site also referred to as the Block 5 Site.

### Inventory Summary:

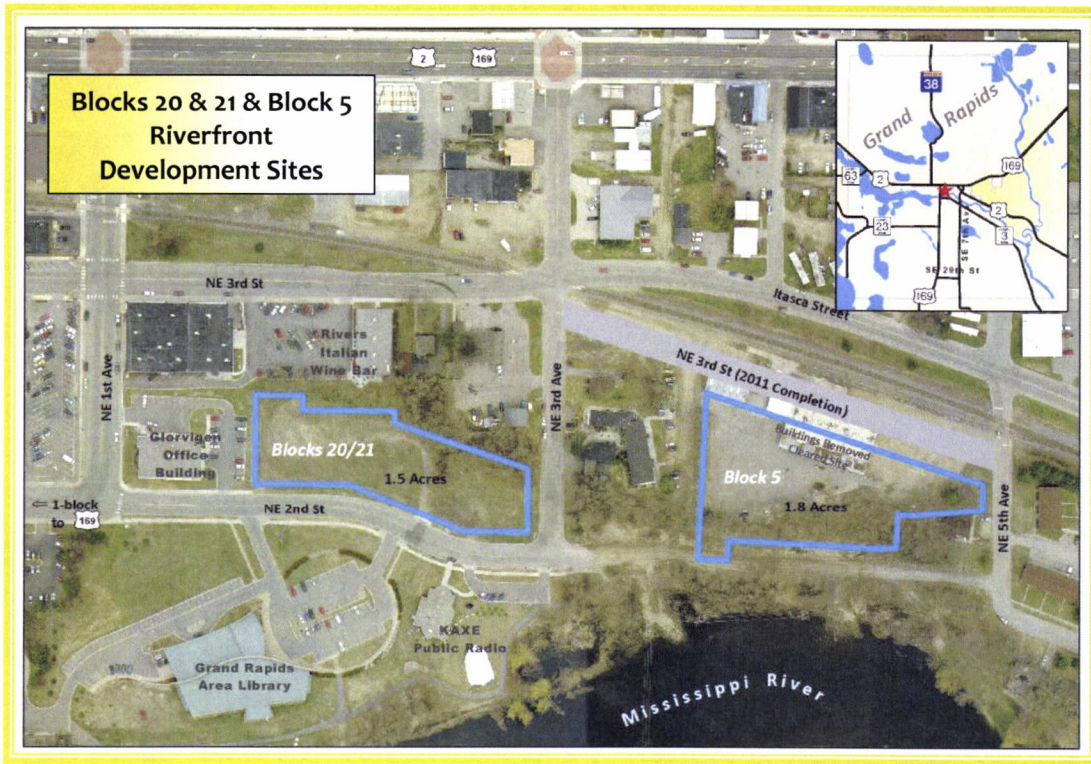
Site Description	Number of Developable Lots (GREDA Owned)	Acreage Total
Industrial Park Two	1	2.38
Industrial Park East	6	8.30
Airport South Industrial Park – Phase 1 & 2	12	20.91
Blocks 20 & 21 Riverfront Dev. Site	1	1.46
Block 5 Riverfront Dev. Site	1	1.8
Totals:	21	34.85













## Business Assistance Programs

In order to meet business' needs, GREDA commonly pools their resources together with those of other local, state and federal economic development agencies. Examples of those business assistance programs are listed in the following table:

Provider	Program
Federal EDA	<ul style="list-style-type: none"> <li>▪ Public Works Grant</li> <li>▪ Economic Adjustment Grant</li> </ul>
Iron Range Resources and Rehabilitation Board	<ul style="list-style-type: none"> <li>▪ Economic Development Planning Grant</li> <li>▪ Commercial Redevelopment Program</li> <li>▪ Public Works Program</li> <li>▪ Business Financing</li> </ul>
Department of Employment and Economic Development (DEED)	<ul style="list-style-type: none"> <li>▪ Business Development Public Infrastructure Grant</li> <li>▪ Minnesota Investment Fund</li> <li>▪ Small Cities Development Program</li> <li>▪ Redevelopment Grant Program</li> <li>▪ Contamination Investigation and Cleanup</li> <li>▪ Job Skills Partnership Program</li> </ul>
Itasca Economic Development Corporation (IEDC) City of Grand Rapids	<ul style="list-style-type: none"> <li>▪ Building Development Loan Program</li> <li>▪ Tax Increment Financing</li> <li>▪ Tax Abatement</li> </ul>

### GREDA Administered Assistance Programs:



**JOBZ (Job Opportunity Building Zones)** The City of Grand Rapids is a participant in the State's economic development initiative, the Job Opportunity Building Zone (JOBZ) Program. The JOBZ Program is designed to stimulate economic development activity in Greater Minnesota by providing local and state tax exemptions to new and expanding businesses.

For the City of Grand Rapids, the GREDA serves as the economic development agent empowered to solicit, negotiate and form JOBZ business subsidy agreements with qualified businesses locating within the following established Grand Rapids JOBZ subzones.

- ❖ Existing Industrial Parks Subzone (16.8 acres)
- ❖ Airport South Industrial Park Subzone (90 acres)
- ❖ Hwy 38 N. Industrial Subzone (23.3 acres)
- ❖ Blandin West Subzone (126 acres)
- ❖ Airport Grounds Subzone (7.8 acres)

Qualified businesses that operate in a JOBZ subzone, and which enter into a JOBZ business subsidy agreement with the GREDA, qualify for the following exemptions:

- ❖ Individual income taxes
- ❖ Corporate franchise taxes
- ❖ State sales and use tax on qualifying purchases
- ❖ State sales tax on motor vehicles
- ❖ Property taxes on improvements
- ❖ Wind energy production tax

**Commercial Building Improvement Loan (CBIL) Program** - In certain situations, the underwriting standards used by private financial institutions would constrain their willingness or ability to provide a complete, attractive, financing package to a small business seeking to invest in property improvements. The GREDA has created and maintains a revolving loan fund, named the Commercial Building Improvement Loan (CBIL) Program, which is intended to leverage private sector investment. The GREDA CBIL Program fills this capital market void by providing below market rate financing to eligible commercial enterprises within the City of Grand Rapids.

The CBIL is intended primarily to help building owners and tenants improve the appearance and function of their existing buildings. Secondary benefits include: the removal of blight, increased competitiveness, strengthening of the tax base and improved viability of small businesses in the Grand Rapids commercial districts.



MRM Apartments (2013)- 105 NE 5<sup>th</sup> St.

Eligible improvements to any retail/commercial building or site are qualified for consideration under the CBIL, within the following business zones: (LB, GB, CBD, SGB, SLB, I-1, SI-1). Program funds may be used for: building construction and expansion, building renovation and remodeling, landscaping and parking lot improvements and signage.

The Commercial Building Improvement Loan Program funds may finance up to 75% of the project cost, or \$40,000, whichever may be less. The interest rate for improvement loans is set at four percent (4%), with a maximum term of 5 years. Loans are amortized over a twenty year period with a balloon payment due at the end of the term, with no penalty for early payment.

This program was largely underutilized until early 2006 when the GREDA took action to redefine and improve the program structure and guidelines. These program changes were well received as loan activity has steadily increased.

In 2013, three loans were satisfied prior to the end of their terms. The early pay-off of these loans reduced the current portfolio to seven loans with a combined principal loan amount of \$156,983.70.

The GREDA has offered enhanced terms for the CBIL, if used as matching funds in a SCDP commercial rehabilitation project. Thus far, these enhanced terms have resulted in three CBIL applications totaling \$57,365.



## Additional Project Funding

The following table provides a ten year history of the outside funding secured by the GREDA:

Funding Source	Activity	Funding Amount Loan(L)/Grant(G)	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	
Blandin Foundation	Downtown Plan Preparation	\$75,000 G	✓										
	Downtown Land Acquisition Fund	\$1,000,000 L			✓								
	CBIL Program Recapitalization	\$175,000 L				✓							
	Riverfront Plan	\$35,175 G				✓							
	Blocks 20/21 Soil	\$100,000 L						✓					
	MN Intelligent Rural Comm.	\$100,000G						✓					
	R/F Interp. Signs	\$5,000G						✓					
	Central School Feasibility Study	\$12,000G										✓	
	IRRRB	Blandin Bldg. Demo	\$125,000 G				✓						
		DRHH Infrastructure Grant	\$100,000 G					✓					
St. Joe Block Demo. Grant		\$250,000 G							✓				
St. Joe Block Demo. Grant		\$41,000 G								✓			
DC Manufacturing Site Development		\$150,000G								✓		✓	
Hammerlund Const. Site Devel.		\$350,000										✓	
Dept. of Employment and Economic Development (DEED)		Airport S. I/P Infrastructure (6 <sup>th</sup> Ave. SE)	\$309,000 G	✓									
		Airport S. Industrial Park Infrastructure (33 <sup>rd</sup> St. SE)	\$250,000 G				✓						
	SCDP Commercial Rehab	\$198,375						✓					
	Itasca Eco-Ind. Park Clean-up Invest. Grant	\$48,800 G						✓					
	Itasca Eco-Ind. Park Clean-up	\$56,250G							✓				
	SCDP	\$615,552G										✓	
	Federal EDA	Blandin West Ind. Park Planning	\$60,000 G	✓									
Legislative Appropriation (Taconite Relief Area)	Architectural Pre-design of North Central Tech. Laboratory	\$192,000G		✓									
	Grading of three Airport S. Ind. Lots	\$90,000G				✓							
	Blocks 20/21 Soil Remediation	\$200,000G						✓					
<b>Total Outside Funding Secured Since 2005:</b>		<b>\$ 4,503,152</b>											



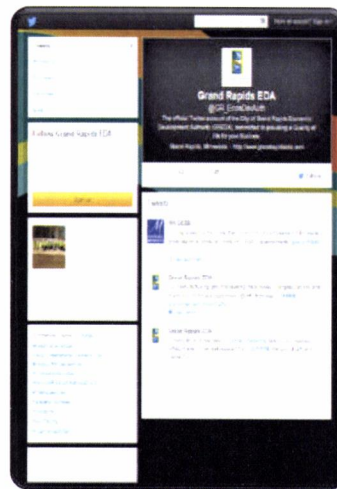
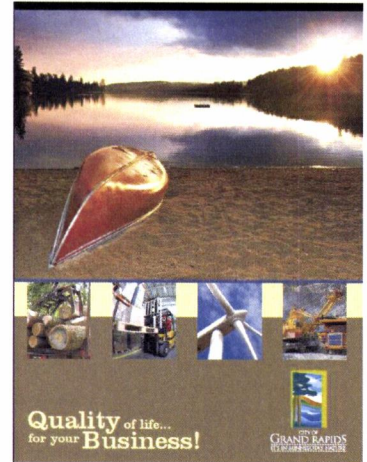
## Business Retention and Attraction

GREDA views regular interaction with resident companies, such as through a Business Retention and Expansion (BRE) program of structured interviews, as an important component of the Grand Rapids area economic development action plan. The importance of BRE is underscored by a well-known statistic: “up to 80 percent of new jobs and capital investment in any community is generated by existing businesses”.<sup>1</sup>

The GREDA supports the ongoing efforts of the Grand Rapids Area Chamber of Commerce in the implementation of their “Grow Itasca” BRE program. The updates provided to GREDA, by the Grow Itasca group, as well as GREDA’s own occasions to interact with local companies, assist GREDA in understanding and serving their needs.

This is not to say, however, that GREDA disregards the value of business attraction efforts, as evidenced by their expanding industrial park areas. With a well rounded inventory of sites to offer, GREDA has begun to dedicate additional resources to their marketing efforts, including:

- ❖ Electronic and printed brochures featuring their property
- ❖ An increased presence on the *northlandconnection.com* regional business portal
- ❖ An enhanced presence on the *mnprospector.com* state business portal
- ❖ Fabrication and placement of new, on-site, development signage at all industrial park sites.
- ❖ The development of a new GREDA website launched in September 2011 at [www.grandrapidseda.com](http://www.grandrapidseda.com)
- ❖ GREDA twitter account launched October 2012: @GR\_EconDevAuth



<sup>1</sup> “The Job Generation Process.” Dr. David Birch, MIT Economist

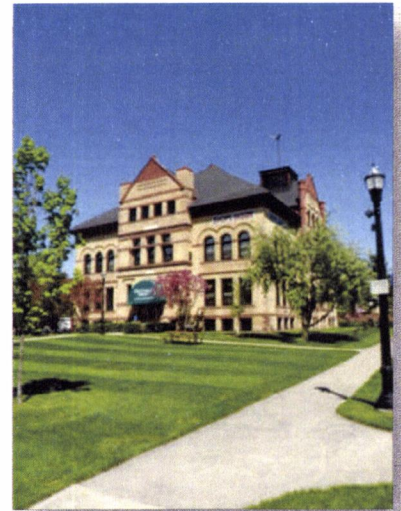


## **DEED Small Cities Development Program (SCDP) Grant Application**

- ❖ Received notice of grant approval May 15<sup>th</sup> for full amount - \$615,552
- ❖ The activity involves the rehabilitation of 12 owner occupied residential homes at a maximum assistance of \$22,400/unit, 4-15 residential rental units at a maximum assistance of \$21,000/rehabilitation project, and 6 commercial building rehabilitations, with a maximum SCDP assistance of \$32,000/rehabilitation project.
- ❖ GREDA received 5 commercial rehabilitation applications/approved 4 projects ~ 5<sup>th</sup> project application pending. Residential rehabilitation applications are being received by the Itasca County HRA.
- ❖ GREDA approved 3 Commercial Building Improvement Loans related to SCDP projects.

## **Central School**

- ❖ Preliminary Development Agreement with Northrock Development
  - Northrock to explore feasibility of restaurant concept
  - GREDA to complete a building and grounds assessment
- ❖ GREDA recieved a grant from the Blandin Foundation for Building & Grounds Assessment
- ❖ GREDA contracted with Miller-Dunwiddie for architectural services associated with building and grounds assessment and authorized Phase 1 of the project.
- ❖ 100% of the space is currently leased
- ❖ Continue to work with Arts and Culture Commission to house Artist in Residence program in vacant space on the 3<sup>rd</sup> floor.



## **Other Current Areas of Activity**

- ❖ December: Closed on Sale of City Land and Development of River Hills Apartments at 21<sup>st</sup> St. SE/7<sup>th</sup> Avenue SE
  - Proposed 70-units Multi-Family Residential
- ❖ Approved 2<sup>nd</sup> Amendment to purchase and development contract between GREDA and Hammerlund Partnership.

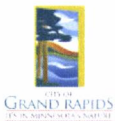




**CITY OF GRAND RAPIDS  
ECONOMIC DEVELOPMENT AUTHORITY**

COMBINING STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE  
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2014  
With Comparative Totals for the Year Ending December 31, 2013

	<u>2013 TOTAL</u>	<u>2014 YTD ACTUAL</u>	<u>2014 ANNUAL BUDGET</u>
<b>Fund Balance 1/1/XX:</b>	\$69,639	\$80,858	\$80,858
<hr/>			
<b>REVENUES:</b>			
Taxes	21,605		
Supplemental Aid	1,535		
Interest - Investments	393	787	750
Interest - Loans	-	-	-
Mortgage Payment	-	-	-
Fund Balance Usage	-	-	14,750
<b>TOTAL REVENUES</b>	<u>23,533</u>	<u>787</u>	<u>15,500</u>
<b>EXPENDITURES:</b>			
Supplies/Materials	35	17	100
Other Services/Charges	12,279	12,464	15,400
<b>TOTAL EXPENDITURES</b>	<u>12,314</u>	<u>12,481</u>	<u>15,500</u>
<b>REVENUES &gt; EXPENDITURES</b>	<u>11,219</u>	<u>(11,694)</u>	-
<hr/>			
<b>FUND BALANCE</b>			
Fund Balance Usage	11,219	(11,694)	
<b>FUND BALANCE 12/31/XX</b>	<u>\$80,858</u>	<u>\$69,164</u>	<u>\$80,858</u>



**CITY OF GRAND RAPIDS  
ECONOMIC DEVELOPMENT AUTHORITY  
SCHEDULE OF CHANGES IN REVENUE, EXPENDITURES, AND FUND BALANCE  
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2014**

**Fund Balance 1/1/14** \$827,066

**REVENUES:**

Taxes	55,753
Supplemental Aid	4,084
ST/MN-DEED Grant	15,081
Taconite Production Tax	
Interest- Investments	9,239
Interest- Loans	5,782
Miscellaneous	14,338
Developer Asst Reimbursements	1,968
Payment from Govt Unit	
Principal-Loan Payments	40,928
Sale of Land Held in Inventory	

**TOTAL REVENUES** \$147,173

**EXPENDITURES:**

Annual Single Audit Fee	
Ainsworth Facility Redevelopment	3,292
Community Marketing Taskforce	10,000
Airport South Jobz Zone	18,150
Comm. Building Improvement Loan Program	46
Downtown Block 37	46
Central School Redevelopment	14,168
Downtown Block 18-21	204
DEED Development Programs	15,081

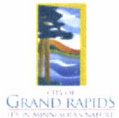
**TOTAL EXPENDITURES** \$60,987

**2014 REVENUES > EXPENDITURES** \$86,186

**FUND BALANCE 12/31/14 (1)** \$913,252

Please Note:

(1) The Fund Balance includes designations for the Comm Bldg Imprv Loans of \$136,680



## 2014 Work Plan – Overview of Process

---

The GREDA recently completed the development of their 2015 Work Plan. The work plan development process first involved a review of the unfinished business from the 2014 Work Plan, and a review of the goals stated within Economic Development Element of the Comprehensive Plan. From that exercise, the GREDA Commissioners identified a list of potential objectives for 2015. Those potential objectives were examined and ranked by the individual GREDA members, and, through additional group discussion, the GREDA approved a list of priorities and a work approach for the issues they will take a lead role in completing, those that they will partner with others on, and those they will provide support to.

In developing the list of priority issues, the GREDA considered the following criteria:

**Community impact:** If the goal is achieved, will the impact be substantial in the community?

**Chances of success:** Is the objective reasonably attainable?

**Resource availability:** Does EDA/City of Grand Rapids possess adequate resources to achieve this goal?

**EDA ownership:** But for the EDA, will any other entity, commission or department achieve this objective?

The resulting work plan can be found on the following two pages of this report.





# Grand Rapids Economic Development Authority 2015 Work Plan

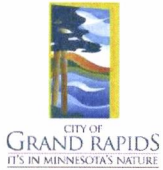
* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
<b>Continue to pursue the development of GREDA properties</b>	Lead	<ul style="list-style-type: none"> <li>▪ Continue Implementing GREDA Marketing Plan.</li> <li>▪ Aggressively pursue new development interest               <ul style="list-style-type: none"> <li>○ Swan Machine</li> <li>○ Others</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Continue Implementing GREDA Marketing Plan.               <ul style="list-style-type: none"> <li>○ Press Releases for SCDP and Other Projects</li> </ul> </li> <li>▪ Aggressively pursue new development interest</li> <li>▪ Issue RFP seeking development of Blocks 20/21 and Block 5 Riverfront sites.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Continue Implementing GREDA Marketing Plan.</li> <li>▪ Aggressively pursue new development interest</li> </ul>	<ul style="list-style-type: none"> <li>▪ Aggressively pursue new development interest</li> </ul>
<b>Continue to implement the DEED SCDP Commercial and Residential Rehab. Grant</b>	Lead	<ul style="list-style-type: none"> <li>▪ Market/promote 2015 round of applications for additional commercial and rental residential projects.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Work with Itasca County HRA in the implementation of grant.</li> <li>▪ Market Enhanced CBIL Program Use.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Work with Itasca County HRA in the implementation of grant.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Work with Itasca County HRA in the implementation of grant.</li> </ul>
<b>Develop strategies to meet the present and future demand for industrial and commercial development sites.</b>	Lead	<ul style="list-style-type: none"> <li>▪ Specifically explore potential for the purchase of a large tract for industrial development, given the demonstrated demand for large sites.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Consider a proactive approach to land investment options.</li> </ul>		
<b>Continue assistance and communication with current and</b>	Lead	<ul style="list-style-type: none"> <li>▪ Continue to work with current developer interest in a</li> </ul>	<ul style="list-style-type: none"> <li>▪ Complete purchase and development</li> </ul>		





* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
future developers.		manufacturing operation in either Airport South or Industrial Park East.	agreement with manufacturer.		
Promote Downtown Redevelopment and Renewal.	Partner	<ul style="list-style-type: none"> <li>▪ Promote/support private investment in Downtown commercial buildings</li> <li>▪ Administer leasing of Central School.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Complete the preparation of a Central School Building and Grounds Assessment.</li> <li>▪ Continue work outlined in the pre-development agreement with Northrock Devel.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Analyze funding and implementation of Central School building improvements recommended by Building and Grounds Assessment.</li> </ul>	<ul style="list-style-type: none"> <li>▪ As needed, consider a development agreement with Northrock Development and any other partners interested in pursuing a restaurant in Central School.</li> </ul>
Explore opportunities for funding site preparation work on lots in the Airport South Industrial Park.	Lead	<ul style="list-style-type: none"> <li>▪ Investigate grant opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Submit any appropriate grant/funding request</li> </ul>		
Continue working with the City Council on GREDA Levy.	Lead		<ul style="list-style-type: none"> <li>▪ Document the economic impact of investment in GREDA</li> </ul>	<ul style="list-style-type: none"> <li>▪ Submit budget request with supporting data.</li> </ul>	





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	15-1219	<b>Version:</b>	1	<b>Name:</b>	Resolution authorizing IRRRB grant application for CAP
<b>Type:</b>	Agenda Item	<b>Status:</b>			Consent Agenda
<b>File created:</b>	4/1/2015	<b>In control:</b>			City Council
<b>On agenda:</b>	4/13/2015	<b>Final action:</b>			
<b>Title:</b>	Consider adopting a resolution authorizing submittal of an IRRRB commercial redevelopment grant in the amount of \$5,557.50 for the Grand Rapids Civil Air Patrol for asbestos removal in their building at the Grand Rapids / Itasca County airport.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">4-13-15 Resolution authorizing IRRRB Grant submittal.pdf</a> <a href="#">IRRRB Packets.pdf</a>				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing submittal of an IRRRB commercial redevelopment grant in the amount of \$5,557.50 for the Grand Rapids Civil Air Patrol for asbestos removal in their building at the Grand Rapids / Itasca County airport.

### **Background Information:**

The Grand Rapids Civil Air Patrol building located on the north end of the Grand Rapids Airport was built by a grant from the Blandin Foundation in the late 70's. The flooring that was put in at that time contained asbestos which since been deemed a health risk. The current flooring is loose, and in need of removal by professional asbestos contractors. An independent air monitoring contractor is also needed to ensure complete compliance with the Minnesota Department of Health Regulations. The hot water heater also put in the same time will need to be removed to access the flooring underneath. It is the hope of the Grand Rapids Civil Air Patrol Squadron that a new energy efficient hot water heater be purchased and installed. The members of the Squadron upon completion of the flooring removal will donate time to complete the project by painting the floors, removing old paneling, remodeling the two bathrooms, and painting.

The Grand Rapids Composite Squadron has a long history in the Grand Rapids area. It is a nonprofit organization committed to the all northern Minnesota communities. The three primary missions are Aerospace Education, Cadet Programs, and Emergency Services. The Cadet Program is a youth program for ages 12-18 which teaches discipline, leadership, and citizenship. The Aerospace Education allows youth and adults the opportunity to explore and learn about the history and future of Aviation. Emergency Services provide vital search and rescue services to the entire state of Minnesota. The Grand Rapids Squadron has a current qualified aircrew which flies a Cessna 172 that performs search and rescue missions in support of local and state emergencies. The Grand Rapids Squadron also has a 15 passenger van which is staffed by the Ground Team which is made up of Senior Members and Cadets. Currently, there are 27 members on the roster and 4 more in the process of registering.

### **Staff Recommendation:**

City staff recommends adopting a resolution authorizing submittal of an IRRRB commercial redevelopment grant in the amount of \$5,557.50 for the Grand Rapids Civil Air Patrol for asbestos removal in their building at the Grand Rapids / Itasca County airport.

### **Requested City Council Action**

Consider adopting a resolution authorizing submittal of an IRRRB commercial redevelopment grant in the amount of \$5,557.50 for the Grand Rapids Civil Air Patrol for asbestos removal in their building at the Grand Rapids / Itasca County airport.

CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. \_\_\_\_\_

STATE OF MINNESOTA  
COUNTY OF ITASCA  
CITY OF GRAND RAPIDS

**RESOLUTION AUTHORIZING THE CITY MAYOR TO MAKE APPLICATION TO THE IRRRB COMMERCIAL REDEVELOPMENT (FY15) GRANT PROGRAM FOR ASBESTOS REMOVAL IN THE CIVIL AIR PATROL BUILDING AT THE GRAND RAPIDS / ITASCA COUNTY AIRPORT.**

**WHEREAS THE** City Council approves of the above application because it supports community and economic development.

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

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. \_\_\_\_\_ was declared duly passed and adopted this  
\_\_\_\_\_ day of \_\_\_\_\_.

Month/Year

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk





## **FY15 Commercial Redevelopment Grant Program**

**Contact: Chris Ismil**  
**4261 Hwy 53 South - PO Box 441**  
**Eveleth, MN 55734**  
**Chris.Ismil@state.mn.us**  
**218-735-3010**

The Commercial Redevelopment Grant Program assists cities, townships, counties, collaborative organizations and commissions in demolishing dilapidated commercial or industrial buildings and cleaning up brownfields located within the IRRRB service area.

**Funding:** The maximum grant award is \$200,000

- IRRRB provides a 2:1 match per project
- Applications are accepted on an ongoing basis subject to funding availability

### **Evaluation criteria:**

1. Economic impact
  - a. Enables new development
  - b. Attracts new investment
  - c. Broadens the local tax base
  - d. Mitigates health and public safety concerns
  - e. Removes slum and blight
  - f. Aligns with the community's comprehensive plan
2. Leverage
  - a. Priority may be given to projects that provide greater leverage of IRRRB funds
3. Project readiness and timeliness
  - a. Date of anticipated demolition (within one year of grant award)
  - b. Project bid specifications are complete
  - c. Project financing is in place

**Application checklist:**

- Application
- Project narrative
- Project budget and timetable
- Resolution authorizing applicant to apply for and accept funds
- Written cost estimate for each structure
- Photograph(s) of structure(s) to be demolished
- Demolition due to public health and safety concerns must provide a written report from a professional structural engineer and include an assessment and expression of concern about the structural safety or integrity of the structure
- Document of compliance with Minnesota Historical Society procedures for treatment of historical sites

**If you are awarded a grant, you will be notified in writing.**

**Other information:**

- The agency reserves the right to grant awards higher than the maximum award amount
- Awarded projects must meet Minnesota Prevailing Wage Statutes and IRRR Board Policy
- Project information may be subject to Minnesota Data Practices Act

**Application**

**Date submitted:** \_\_\_\_\_  
**City or township:** City of Grand Rapids, Minnesota  
420 North Pokegama Avenue  
**Address:** Grand Rapids Minnesota 55744  
City State Zip Code  
**Contact person:** Julie Kennedy  
**Title:** City Engineer  
**Phone:** (218) 326-7625 (218) 259-5020  
Office Cell  
**Email:** jkennedy@ci.grand-rapids.mn.us

**Project narrative:**  
Attach on a separate sheet.

**Check all that apply:**

- Publicly owned
- Industrial
- Commercial
- Brownfield

**Does a redevelopment proposal for this site exist?** Yes  No

**Describe:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature(s):**

I confirm that to the best of my knowledge, all statements made and information provided for this application are true and correct:

**Organization** Minnesota Civil Air Patrol, Grand Rapids Composite Squadron  
**By** Rick High Squadron Commander  
Authorized Representative (1) Title Date  
Paul Valento Deputy Squadron Commander  
Authorized Representative (2) Title Date

**Application – Project Budget and Timetable**

**Project budget:**

Attach additional pages if necessary.

Uses  Detailed Expense Description	Funding Sources – *Be Specific					Total Funding
	Applicant	IRRRB	*Other <small>Blandin Foundation Grant</small>	*Other	*Other	
Removal of Asbestos	\$3020	\$5557.50	\$1000			\$9577.50
Floor Tiles and Carpet						
Air Quality Monitoring						
Hot Water Heater						
	Total Funding Per Source					\$9577.50

**Project timetable:**

<b>Actions</b>	<b>Anticipated Date</b>
Bid posting	May 1, 2015
Bid opening	May 1, 2015
Start project demolition	May 2015
Complete project demolition/site clean-up	June 2015





1301 N 3rd St • Superior WI 54880 • 715-392-7114 • 800-373-2562 • F 715-392-7163 • www.twinportstesting.com

April 2, 2015

TPT Proposal #15P-H24

Mr. Paul Valento  
Grand Rapids Civil Air Patrol  
Grand Rapids Airport  
Grand Rapids, MN 55744

Re: Floor Tile and Mastic Abatement Air Monitoring  
Civil Air Patrol  
Grand Rapids, Minnesota

Dear Mr. Valento,

Per our phone conversation, Twin Ports Testing, Inc. (TPT) is pleased to present this cost estimate for conducting asbestos abatement oversight and air monitoring at the Civil Air Patrol in Grand Rapids, Minnesota. This project is estimated to be completed over two work days. Costs associated with this project will be as follows:

Item	Unit Cost	Total Cost
On-site Surveillance	2 days @ \$85.00/hour	\$1,700.00
Project Management	1 hour @ \$85.00/hour	\$85.00
Final Report	4 hours @ \$85.00/hour	\$340.00
Per Diem/Lodging	1 day @ 150.00/day	\$150.00
Travel Time	3 hours @ \$85.00/hour	\$255.00
Mileage	170 miles @ \$0.75/mile	\$127.50
	<b>Total Surveillance Cost</b>	<b>\$2,657.50</b>

TPT could begin this project immediately upon your approval. TPT looks forward to working with you on this project. Please feel free to contact me at (715) 394-8802 (office) or (218) 390-0162 (cell) with any questions or concerns you have regarding this cost estimate.

Sincerely,

**Twin Ports Testing, Inc.**

Tracy Jacobs, CHMM  
Senior IH Project Manager

Abatement Oversight & Air Monitoring  
Grand Rapids Civil Air Patrol  
TPT Proposal 15P-H24  
April 2, 2015

PROPOSAL  
MARCH 4, 2015



**TO:**  
**paul**

**Project Property:**  
**CIVIL AIR PARTOL**  
**GRAND RAPIDS MN**

We propose to abate as specified, per all local, Federal and State regulations.

The proposal does include the proper disposal of such materials in a licensed landfill, labor, notification to the State of Minnesota if applicable and materials.

SCOPE OF WORK

**REMOVAL OF ASBESTOS CONTAINING FLOOR TILE, MASTIC AND CARPET**

**CADET ROOM- APPROX 300 SQFT= 1200.00**

**KITCHEN AND MENS BATHROOM- APPROX 245 SQ FT= 1000.00**

**COMMUNICATION ROOM- APPROX 63 SQ FT= 200.00**

**NOTES: OWNER TO PAY FOR THIRD PARTY AIR MONITORING( 2 DAYS)**

**TOTAL 2400.00**

**Quote is good for 30 days**

Balance due upon completion.

If this is acceptable please sign and date below and return a copy to our office either by **fax (218) 262 1273** or email [Matt@Abatetek.com](mailto:Matt@Abatetek.com)

**X**

Accepted By

Date

Thank you for the opportunity to bid this project  
Matthew Cuffe  
218-929-2900

PO BOX 362 , Hibbing, MN 55746 · Tel: (218) 262-1196 · Fax: (218) 262-1273  
<http://www.AbateTek.com> · [Matt@AbateTek.com](mailto:Matt@AbateTek.com)



PO BOX 362 , Hibbing, MN 55746 · Tel: (218) 262-1196 · Fax: (218) 262-1273  
<http://www.AbateTek.com> · [Matt@AbateTek.com](mailto:Matt@AbateTek.com)



**EMSL Analytical, Inc.**

14375 23rd Avenue North, Minneapolis, Mn 55447

Phone/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com>[minneapolislab@emsl.com](mailto:minneapolislab@emsl.com)

EMSL Order:	351501026
CustomerID:	BRAU50B
CustomerPO:	
ProjectID:	

Attn: **Paul Valento**  
**Braun Intertec**  
**3404 15th Ave. East**  
**Hibbing, MN 55746**

Phone: (218) 206-1724  
 Fax:  
 Received: 02/27/15 1:00 PM  
 Analysis Date: 3/2/2015  
 Collected: 2/25/2015

### Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
CC-Clear Mastic 351501026-0001	Cadet Commander - Tile	Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
CC-Floor Tile 351501026-0001A	Cadet Commander - Tile	Red Non-Fibrous Homogeneous		98% Non-fibrous (other)	2% Chrysotile
CC-Tan Mastic 351501026-0001B	Cadet Commander - Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
GT-Floor Tile 351501026-0002	Ground Team Room - Tile	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
GT-Mastic 351501026-0002A	Ground Team Room - Tile	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
CR 351501026-0003	Communication Room - Tile	Green Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
K-Floor Tile 351501026-0004	Kitchen - Tile	Green Non-Fibrous Homogeneous		97% Non-fibrous (other)	3% Chrysotile
K-Mastic 351501026-0004A	Kitchen - Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Miles DelBusso (12)

Rachel Travis, Laboratory Manager  
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%  
 Samples analyzed by EMSL Analytical, Inc. Minneapolis, Mn NVLAP Lab Code 200019-0

Initial report from 03/02/2015 11:29:22

**EMSL Analytical, Inc.**

14375 23rd Avenue North, Minneapolis, Mn 55447  
 Phone/Fax: (763) 449-4922 / (763) 449-4924  
<http://www.EMSL.com> [minneapolislab@emsl.com](mailto:minneapolislab@emsl.com)

EMSL Order: 351501026  
 CustomerID: BRAU50B  
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Attn: **Paul Valento**  
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 Analysis Date: 3/2/2015  
 Collected: 2/25/2015

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WB-Floor Tile 351501026-0005	Women's Bathroom - Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	<b>None Detected</b>
WB-Mastic 351501026-0005A	Women's Bathroom - Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	<b>None Detected</b>
MB-Floor Tile 351501026-0006	Men's Bathroom - Tile	Green Non-Fibrous Homogeneous		97% Non-fibrous (other)	<b>3% Chrysotile</b>
MB-Mastic 351501026-0006A	Men's Bathroom - Tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	<b>None Detected</b>

Analyst(s)  
 Miles DeBusso (12)

  
 Rachel Travis, Laboratory Manager  
 or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%  
 Samples analyzed by EMSL Analytical, Inc. Minneapolis, Mn NVLAP Lab Code 200019-0

Initial report from 03/02/2015 11:29:22



GRAND RAPIDS COMPOSITE SQUADRON  
CIVIL AIR PATROL  
UNITED STATES AIR FORCE AUXILIARY  
Airport Road  
Grand Rapids, MN 55744

**Project Proposal**

The Grand Rapids Civil Air Patrol building located on the north end of the Grand Rapids Airport was built by a grant from the Blandin Foundation in the late 70's. The flooring that was put in at that time contained asbestos which since been deemed a health risk. The current flooring is loose, and in need of removal by professional asbestos contractors. An independent air monitoring contractor is also needed to ensure complete compliance with the Minnesota Department of Health Regulations. The hot water heater also put in the same time will need to be removed to access the flooring underneath. It is the hope of the Grand Rapids Civil Air Patrol Squadron that a new energy efficient hot water heater be purchased and installed. The members of the Squadron upon completion of the flooring removal will donate time to complete the project by painting the floors, removing old paneling, remodeling the two bathrooms, and painting.

**About the Grand Rapids Composite Squadron**

The Grand Rapids Composite Squadron has a long history in the Grand Rapids area. It is a nonprofit organization committed to the all northern Minnesota communities. The three primary missions are Aerospace Education, Cadet Programs, and Emergency Services. The Cadet Program is a youth program for ages 12-18 which teaches discipline, leadership, and citizenship. The Aerospace Education allows youth and adults the opportunity to explore and learn about the history and future of Aviation. Emergency Services provide vital search and rescue services to the entire state of Minnesota. The Grand Rapids Squadron has a current qualified aircrew which flies a Cessna 172 that performs search and rescue missions in support of local and state emergencies. The Grand Rapids Squadron also has a 15 passenger van which is staffed by the Ground Team which is made up of Senior Members and Cadets. Currently, there are 27 members on the roster and 4 more in the process of registering.

**Project Budget**

Flooring Tile Testing	\$120.00
Asbestos Removal Contractor	\$2400.00
Air Monitor Contractor	\$2657.50
Hot Water Heater	\$500.00
	<hr/>
	\$5677.50

**Members' Time and Match Commitment**

Members Time	2 days X 15 workers = 240 donated hours
Floor Tile Test Completed In March	\$120
Blandin Foundation Grant	\$1000
Squadron Matching Funds	\$500
	<hr/>
	\$1620 and 240 donated hours





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1220      **Version:** 2      **Name:**

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

**File created:** 4/2/2015      **In control:** City Council

**On agenda:** 4/13/2015      **Final action:**

**Title:** Renew lease agreements with ISD 318.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [HS Lease Agreement 2015-18](#)  
[Facility Lease Agreement ISD 318 2015 - 18](#)

Date	Ver.	Action By	Action	Result
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Renew lease agreements with ISD 318.

**Background Information:**

Every three years, we renew lease agreements with Independent School District 318 for use of our facilities. They utilize the IRA Civic Center for boys and girls hockey, baseball practice, graduation, and few other activities outlined in the lease. They use the softball and soccer fields at the Grand Rapids Sports Complex for boys and girls soccer and girls fastpitch. They also utilize Legion Baseball Field.

The lease amounts reflect 3% increases each year to cover the rising expenses we incur to provide these quality facilities. The lease agreements have been approved by the School District and are attached for your review.

**Staff Recommendation:**

Enter into lease agreements with Independent School District 318 for use of the IRA Civic Center, Grand Rapids Sports Complex, and Legion Baseball Field.

**Requested City Council Action**

Consider entering into lease agreements with Independent School District 318 for use of the IRA Civic Center, Grand Rapids Sports Complex, and Legion Baseball Field.

## LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as "Lessor", and Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as "Lessee", entered into this first day of July, 2015.

### RECITALS

WHEREAS, Lessor owns and operates the IRA Civic Center; and

WHEREAS, Lessee has determined that the IRA Civic Center is a suitable facility for conducting Lessee's various academic and athletic programs and ceremonial events; and

WHEREAS, Lessee wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which Lessee shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### ARTICLE - AGREEMENT TO LEASE

**1.1 Lease Agreement:** In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the IRA Civic Center solely to the extent specified in this Lease Agreement.

**1.2 Lessee's Right of Possession and Use:** Lessee shall have the right to possess and use the IRA Civic Center for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated herein by reference. Lessee's right to possess and use the IRA Civic Center shall be intermittent and confined to those portions of the IRA Civic Center specifically identified in Exhibit A or necessary to carry out Lessee's intended uses as identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the IRA Civic Center at all times not inconsistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.

**1.3 Schedule of Use:** Lessee shall submit to Lessor annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to Lessor's approval. Lessee's ice uses shall be given priority scheduling by the Lessor.

#### **1.4 Supervision, Crowd Control:**

a. Safety: Lessor shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.



b. Crowd Control. Lessee shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by Lessor from time-to-time. Lessor shall provide City Police Officer services at the request of Lessee during boys' high school hockey games and tournaments. Reimbursement to Lessor of said Police Officer services is deemed included in the rental amount set forth in Paragraph 2.1 hereof. City Police Officers are present for the purpose of maintaining order and security for the safety of persons in attendance by enforcing all applicable ordinances and statutes and arresting persons suspected of violation of law.

**1.5 Parking Lot:** Lessee, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with Lessee's activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by Lessor from time-to-time. Said use shall be in common with other invitees of Lessor who may be using the IRA Civic Center.

**1.6 Concessions:** Lessor retains the exclusive right to operate all concessions at the IRA Civic Center, either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon Lessee the right to operate concessions at the IRA Civic Center.

## ARTICLE II – LEASE

**2.1 Lease:** Lessee shall pay to Lessor monthly, in advance, the sum of \$11,344.92 payable on the first day of each month of the year commencing July 1, 2015 through June 30, 2016 (\$136,139.00 annually). Lease payments shall be payable to the order of the City of Grand Rapids and mailed or delivered to such address as Lessor may designate from time-to-time.

**2.2 Lease Adjustment:** The amount of lease payments for the period of July 2016 through June 2017 shall be increased by three percent (\$140,223.00) The amount of lease payments for the period of July 2017 through June 2018 shall be increased by three percent (\$144,429.00). In addition, any increase or alteration in use by Lessee during 2015 - 2016 or subsequent years shall subject the payment amount to further review and renegotiation by the parties, provided that in no event shall the rents be decreased to less than the above amount or that stated in Section 2.1 together with the aforementioned annual three percent increases.

**2.2.1 Lease Renegotiations:** Lease renegotiations due to the increase or alteration in use by Lessees shall be conducted in accord with this Section. For the 2016-2017 lease period, the parties shall conduct any renegotiations during the month of March, 2016. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2016. For the 2017-2018 lease period, the parties shall conduct renegotiations during the month of March, 2017. If the parties are unable to reach an agreement after such renegotiations, then this agreement shall terminate as of June, 2017.

## ARTICLE III – MAINTENANCE, REPAIR

**3.1 Maintenance, Repair:** Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.

**3.2 Damages:** Lessee shall reimburse Lessor for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants,



coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of Lessee's activities or events.

**3.3 Cleanup:** Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter, and clean up of kitchen areas and utensils.

**3.4 Alterations, Improvements:** Lessee shall not make alterations or improvements to the premises without the advance written consent of Lessor.

#### **ARTICLE IV -UTILITIES**

**4.1 Utilities Services:** Lessor shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in Lessor's judgment for the comfortable use and occupancy of the premises under normal conditions.

**4.2 Conservation of Utilities:** Lessee shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with Lessor's provision of utilities pursuant to this Article.

#### **ARTICLE V - TERM**

**5.1 Term:** The term of this Lease Agreement shall be from July 1, 2015 through June 30, 2018, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in Section 2.2.1 for any subsequent lease period.

#### **ARTICLE VI - DEFAULTS**

**6.1 Default by Lessee:** On the occurrence of either of the following: (a) a lease payment from the Lessee to the Lessor shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the Lessee's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the Lessor of such violation or default; then it shall be optional for the Lessor to declare this Lease Agreement forfeited and the terms, including Lessee's right of use and possession of the IRA Civic Center, ended.

**6.2 Default by Lessor:** Lessor shall not be deemed to be in default under this Lease Agreement until the Lessee has given the Lessor written notice specifying the nature of the default, and the Lessor does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

#### **ARTICLE VII - ASSIGNMENT, SUBLETTING**

**7.1** Lessee shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without the prior written consent of Lessor, which consent shall not unreasonably be withheld. A consent to one assignment, sublease or other occupation or use by any other person or entity shall not be a consent to

any subsequent assignment, sublease, occupation or use by persons other than Lessee. This Lease Agreement shall not be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor. If Lessor does give consent to assignment, subletting or occupation by another, such consent shall not release Lessee from its obligations hereunder unless a release is specifically given by Lessor.

#### **ARTICLE VIII - LESSOR'S ACCESS**

**8.1** Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose not inconsistent with Exhibit A. There shall be no diminution of rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury caused by Lessor's reasonable exercise of the rights reserved by Lessor in this Article.

#### **ARTICLE IX - FIRE AND OTHER CASUALTY**

**9.1** If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, Lessor shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) Lessor may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

#### **ARTICLE X - HOLDING OVER**

**10.1** Any holding over by Lessee of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of Lessor shall constitute a default by Lessee hereunder and Lessee shall be liable and responsible for all damages and costs sustained by Lessor thereby. Said holding over shall constitute Lessee to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

#### **ARTICLE XI - INDEMNIFICATION, INSURANCE**

**11.1 Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor .

**11.2 Insurance:** Lessee shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or Lessor's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy Lessor shall be named as an additional insured. Said policy of insurance shall be



evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

**11.3 Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

**11.4 Liability Limits Not Waived:** Nothing in this Article XI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

## ARTICLE XII - MISCELLANEOUS

**12.1 Notices:** All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by Lessee to Lessor shall be addressed to Lessor at the place herein provided for the payment of rent, and if given by Lessor to Lessee shall be addressed to: Superintendent, Independent School District No. 318, Administration Building, 820 NW 1st Avenue, Grand Rapids, MN 55744.

**12.2 Waiver, Modification:** No waiver of any condition, covenant, right or option of this Lease by Lessor shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.

**12.3 Representations:** Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by Lessee except as herein expressly set forth.

**12.4 Cumulative Rights:** No right or remedy herein conferred on and reserved to the Lessee or the Lessor is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.

**12.5 Approvals:** Wherever the Lessor's or the Lessee's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the Lessor or the Lessee, as appropriate, notifies the requesting party that the Lessor or the Lessee, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.

**12.6 Successors, Assigns:** This Lease Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this



paragraph shall be deemed to avoid the necessity of Lessee obtaining written consent from Lessor to assign or sublet this Lease Agreement.

**12.7 No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSOR: CITY OF GRAND RAPIDS

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

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

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

LESSEE: INDEPENDENT SCHOOL DISTRICT NO 318

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

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

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

## EXHIBIT A

### **ICE USES:**

- Boys Hockey
- Girls Hockey
- Cheerleader's practice (non-priority schedule)
- 70 hours of non-prime hours for physical education classes

### **DRY FLOOR USES:**

- All boys and girls hockey ticket sales
- All hamburger feeds for football and hockey games
- Exclusive locker room use for boys and girls hockey
- Year-around hockey equipment storage
- Exclusive storage area (skate sharpening room)
- Use of locker rooms for visiting football teams
- Use of upper lobby for ski team practice
- High School Graduation ceremonies
- Emergency evacuation holding area in case of emergency school closing
- 115 hours of dry floor activities, i.e. prom, baseball, tennis, golf

### **ADDITIONAL CIVIC CENTER USES NOT INCLUDED IN THIS CONTRACT:**

- Classroom space for physical education classes
- Dances
- Any B Squad Tournaments

## LEASE AGREEMENT

This lease, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and the Independent School District #318, Grand Rapids, MN, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Legion Baseball Field and the Grand Rapids Sports Complex (which includes an official size Soccer Field and official Softball Fields); and

Whereas, Lessee has determined that the Legion Baseball Field and the Grand Rapids Sports Complex are suitable facilities for conducting their athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### ARTICLE I

**1. Lease Agreement:** In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Field solely to the extent of this Lease Agreement.

**2. Lessee's Right of Possession and Use:** Lessee shall have the right to possess and use the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Field for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.

**3. Schedule of Use:** Lessee shall submit to Lessor annually before January 1 for Baseball and Softball and March 1 for Soccer schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval.



**4. Supervision: Safety:** Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.

**5. Concessions:** Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.

**6. Gate Receipts and Admission Charges:** The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

**ARTICLE II**

**1. Lease:** Lessee shall pay to Lessor according to the following schedule:

August 1, 2015	\$7,231.00 for the Soccer Field at the Grand Rapids Sports Complex
-----	
March 1, 2016	\$14, 896.00 (\$7,448.00 each) for Legion Baseball Field and the Grand Rapids Sports Complex (3) Softball Fields;
August 1, 2016	\$7,448.00 for the Soccer Field at the Grand Rapids Sports Complex
-----	
March 1, 2017	\$15,342.00 (\$7,671.00 each) for Legion Baseball Field and the Grand Rapids Sports Complex (3) Softball Fields;
August 1, 2017	\$7,671.00 for the Soccer Field at the Grand Rapids Sports Complex
-----	
March 1, 2018	\$15,802.00 (7,901.00 each) for Legion Baseball Field and the Grand Rapids Sports Complex (3) Softball Fields;

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to City Hall. The parties shall conduct a lease rate review in February, 2018. If the parties are unable to reach an agreement on the lease rate, then this lease agreement shall terminate as of June 30, 2018.

### ARTICLE III

**1. Maintenance and Repair:** Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.

**2. Damages:** Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

**3. Cleanup:** Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.

**4. Alterations, Improvements:** Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.

**5. Facility Preparation:** The Lessor shall prepare the aforementioned facilities including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on one field at the beginning of the season for varsity game use and will be removed the third week of May. Outfield fences to be installed for invitational tournament and section games only.

### ARTICLE IV

**1. Term:** The term of this Lease Agreement shall be from July 1, 2015 - June 30, 2018.

### ARTICLE V

**1. Lessor's Access:** The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

### ARTICLE VI

**1. Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.



**2. Insurance:** Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of at least \$330,000 per person and \$750,000.00 per occurrence in 2015 through 2018, naming Lessor as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

**3. Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

**4. Liability Limits Not Waived:** Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

**ARTICLE VII**

**1. No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

Lessor: CITY OF GRAND RAPIDS

BY: \_\_\_\_\_  
Its City Administrator

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

Lessee: INDEPENDENT SCHOOL DISTRICT #318

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

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1221      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/2/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Lease Agreement with Itasca Community College  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [ICC Baseball and Softball Lease - 2015](#)

Date	Ver.	Action By	Action	Result
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Lease Agreement with Itasca Community College

**Background Information:**

In previous years, we have billed Itasca Community College for the use of Legion Baseball Field and softball fields at the Grand Rapids Sports complex. As their use of our facilities has increased, I feel it warrants entering into a Lease Agreement similar to what we do with ISD 318. The Lease Agreement was reviewed by City Attorney, Sterle and has been approved by Itasca Community College. It is attached for your review.

**Staff Recommendation:**

Enter into a Lease Agreement with Itasca Community College for the use of Legion Baseball Field and Grand Rapids Sports Complex.

**Requested City Council Action**

Consider entering into a Lease Agreement with Itasca Community College for the use of Legion Baseball Field and Grand Rapids Sports Complex.

## LEASE AGREEMENT

This lease, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and Itasca Community College, Grand Rapids, MN, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Legion Baseball Field and the Grand Rapids Sports Complex; and

Whereas, Lessee has determined that the Legion Baseball Field and the Grand Rapids Sports Complex are suitable facilities for conducting their athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### ARTICLE I

**1. Lease Agreement:** In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields solely to the extent of this Lease Agreement.

**2. Lessee's Right of Possession and Use:** Lessee shall have the right to possess and use the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.

**3. Schedule of Use:** Lessee shall submit to Lessor annually before March 1 for Baseball and Softball schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval. It is understood that ISD #318 baseball and softball teams receive

priority scheduling rights.

**4. Supervision: Safety:** Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.

**5. Concessions:** Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.

**6. Gate Receipts and Admission Charges:** The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

## ARTICLE II

**1. Lease:** Lessee shall pay to Lessor according to the following schedule:

April 1, 2015            \$6,000.00 (\$3,000.00 for softball and \$3,000.00 for baseball)

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to City Hall.

## ARTICLE III

**1. Maintenance and Repair:** Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.

**2. Damages:** Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

**3. Cleanup:** Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.



**4. Alterations, Improvements:** Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.

**5. Facility Preparation:** The Lessor shall prepare the Grand Rapids Sports Complex softball fields including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on the game field as needed. Lessee will perform infield dragging and field painting at Legion Field.

#### ARTICLE IV

**1. Term:** The term of this Lease Agreement shall be from April 1 – October 30, 2015.

#### ARTICLE V

**1. Lessor's Access:** The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

#### ARTICLE VI

**1. Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.

**2. Insurance:** Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of as specified below for the calendar year 2015 and must name the City of Grand Rapids as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in **Minn. Stat. Sec. 466.04**. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

**3. Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property

occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

**4. Liability Limits Not Waived:** Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

## ARTICLE VII

**1. No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

Lessor: CITY OF GRAND RAPIDS

BY: \_\_\_\_\_  
Its City Administrator

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

Lessee: ITASCA COMMUNITY COLLEGE

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

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

## **Exhibit A**

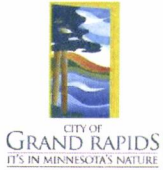
### **Softball Uses at Grand Rapids Sports Complex Include:**

- ICC Women's Fastpitch Softball Practices
- ICC Women's Fastpitch Softball Regular Season and Post-Season Games (Field preparation to be performed by Lessor)
- Tournament games are NOT included in this lease and will be invoiced \$75 per game

### **Baseball Uses at Legion Field Include:**

- ICC Spring and Fall Baseball Practices
- ICC Baseball Regular and Post-Season Games (Field preparation to be performed by Lessee)





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	15-1224	<b>Version:</b>	1	<b>Name:</b>	Adopt a resolution accepting a donation of one (1) Stalker DSR 2X radar unit from the Minnesota Department of Public Safety – Office of Traffic Safety (OTS) for the program Toward Zero Deaths (TZD)
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	4/7/2015	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	4/13/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Adopt a resolution accepting a donation of one (1) Stalker DSR 2X radar unit from the Minnesota Department of Public Safety – Office of Traffic Safety (OTS) for the program Toward Zero Deaths (TZD)				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">PD Toward Zero Radar Unit</a>				

Date	Ver.	Action By	Action	Result
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Adopt a resolution accepting a donation of one (1) Stalker DSR 2X radar unit from the Minnesota Department of Public Safety - Office of Traffic Safety (OTS) for the program Toward Zero Deaths (TZD)

### **Background Information:**

The Grand Rapids Police Department has had a long standing partnership with the Minnesota Department of Public Safety - Office of Traffic Safety. The Grand Rapids Police Department has for many years been the grantee for the Toward Zero Deaths program in Itasca County and is the lead agency for the grant.

In appreciation of our commitment to this program and for the outstanding job the police officers of the Grand Rapids Police Department do, the Department of Public Safety - Office of Traffic Safety would like to donate a new Stalker DSR 2X to our department. The radar unit is valued at \$2,500.00 dollars and is being given in recognition of our commitment to public safety.

### **Staff Recommendation:**

The police department would recommend to the city council to adopt a resolution accepting the donation of one (1) Stalker DSR 2X radar unit from the Minnesota Department of Public Safety - Office of Traffic Safety for the Toward Zero Deaths program.

### **Requested City Council Action**

Please consider adopting a resolution accepting a donation of one (1) Stalker DSR 2X radar unit from the Minnesota Department of Public Safety - Office of Traffic Safety for the Toward Zero Deaths program.

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

RESOLUTION NO. 15-

A RESOLUTION ACCEPTING ONE STALKER DSR 2X RADAR UNIT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY - OFFICE OF TRAFFIC SAFETY FROM THE TOWARDS ZERO DEATH PROGRAM TO THE GRAND RAPIDS POLICE DEPARTMENT

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

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

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

- The Minnesota Department of Public Safety - Office of Traffic Safety has donated one (1) Stalker DSR 2X Radar Unit to the Grand Rapids Police Department with an approximate value of \$2,500 from the Towards Zero Death Program.

Adopted this 13th day of April 2015.

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Dale C. Adams, Mayor

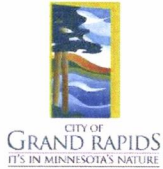
Attest:

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Kimberly Johnson-Gibeau, City Clerk

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1225      **Version:** 1      **Name:** Authorize the Chief of Police to sign the Interagency Agreement with Itasca County Sexual Assault Interagency Council, Support Within Reach.

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

**File created:** 4/7/2015      **In control:** City Council

**On agenda:** 4/13/2015      **Final action:**

**Title:** Authorize the Chief of Police to sign the Interagency Agreement with Itasca County Sexual Assault Interagency Council, Support within Reach.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Itasca County Sexual Assault Interagency Council.pdf](#)

Date	Ver.	Action By	Action	Result
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Authorize the Chief of Police to sign the Interagency Agreement with Itasca County Sexual Assault Interagency Council, Support within Reach.

### **Background Information:**

Sexual assaults are some of the most serious crimes that the Grand Rapids Police Department investigates. It takes the resources of the whole community to adequately address these crimes and care for victims.

A number of years ago agencies in Itasca County, including law enforcement, prosecution, medical facilities and sexual assault advocates came together, entering into an Inter-Agency Agreement in an effort to clarify roles and responsibilities in these investigations. This agreement is a way to describe roles and mutual expectations in order to maintain high quality, consistent responses over the long-term. This effort is coordinated through the Itasca County Sexual Assault Interagency Council, Support Within Reach.

It is time to renew this agreement. Some changes have been made to the agreement to clarify that expectations are guidelines and specifying that the agreement will be reviewed every three years. City Attorney Sterle has reviewed the agreement and his suggestions have been incorporated into the agreement. A copy of the proposed agreement is included for Council review.

### **Staff Recommendation:**

It is the recommendation of the police department that City Council authorize the Chief of Police sign the Interagency Agreement.

**Requested City Council Action**

Consider authorizing the Grand Rapids Chief of Police to sign the Itasca County Sexual Assault Interagency Council (ICSAIC) Agreement.



## **Itasca County Sexual Assault Interagency Council (ICSAIC) Interagency Agreement**

### **I. Partners**

Bigfork Valley Hospital, Bovey Police Department, Coleraine Police Department, Deer River Essentia Health, Deer River Police Department, First Call for Help, Grand Itasca Clinic and Hospital, Grand Rapids Police Department, Itasca County Attorney's Office, Itasca County Attorney's Office Victim Assistance Program, Itasca County Probation, Itasca County SANE Program, Itasca County Sheriff's Office, Keewatin Police Department, Leech Lake SART Team, Leech Lake Tribal Police, MN Department of Corrections Probation, Nashwauk Police Department, Sexual Violence Justice Institute, and Support Within Reach.

### **II. History of ICSAIC**

Itasca County Sexual Assault Interagency Council (ICSAIC) was formed in 2001 to *“organize, implement and monitor an effective interagency and community response with provision of training to responders related to sexual violence; respectfully serving all victims and seeking justice.”* ICSAIC developed guidelines to assist those who respond to sexual violence cases in Itasca County. The team has worked towards its purpose by developing and revising adult and pediatric sexual violence guidelines that are victim centered.

### **III. Interagency Agreement**

The participating entities share certain community goals and purposes in attempting to investigate, prosecute, and resolve cases of sexual violence. Each participating agency and organization recognizes the requirements to address the needs of sexual violence victims while fulfilling its mandated responsibilities. In combining our respective individual capabilities, each member agency seeks to increase the effectiveness with which such matters are dealt through the continued commitment to the Itasca County Sexual Assault Interagency Council, a community-wide multi-disciplinary, cooperative effort.

As participating agencies in the ICSAIC, we indicate a commitment to implementing and maintaining our work in the following ways:



- Utilize Sexual Violence Justice Institute's 8-step protocol development process to guide the ongoing work of ICSAIC.
  - Inventory of existing services
  - Victim experience survey
  - Community needs assessment
  - Write protocol
  - Renew interagency agreements
  - Train personnel
  - Monitor protocol implementation
  - Evaluate the protocol's effectiveness
  
- Participating in monthly ICSAIC meetings to monitor guidelines, problem solving and case review, etc. keeping in mind that grant standards require a minimum of 10 meetings per year.
- Maintain critical membership of the team.
- Participating in ICSAIC planning and implementation.
- A commitment to positive, constructive problem solving for the benefit of the sexual assault victim and the community.
- Ensuring victim advocacy and continuity of care for survivors of sexual violence by involving SWR advocates early in the intervention.
- Ensuring a culturally competent system of care especially including the planning and availability of interpreters.
- Gather victim experience surveys, tally results, report to team and make necessary changes to guidelines.
- The SANE advisory committee has been a subcommittee of ICSAIC since 2009. The SANE program provides care to the victims and empowers them through education and support throughout the forensic examination process.
- Revising and training to county and city law enforcement, first responders, prosecutors, probation officers, SANE/Non-SANE nurses, sexual violence advocates, etc.
- A commitment to effective case review to identify trends, themes, and system problems.
- Monitor activities to ensure that guidelines are being implemented and are having the desired impact.
- Update and reproduce materials for ICSAIC participating personnel and
- Network with Sexual Violence Justice Institute (SVJI) and other SMART Team sites.

Participating agencies and their employees support, but are not legally accountable to carrying out the responsibilities outlined in this agreement. The ICSAIC has created this Interagency Agreement to define roles and expectations toward the goals of improving its response to victims of sexual violence.

This Interagency agreement will be reviewed every three years unless a team member requests a possible revision.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1230      **Version:** 1      **Name:**

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

**File created:** 4/7/2015      **In control:** City Council

**On agenda:** 4/13/2015      **Final action:**

**Title:** Hire temporary employees for Park & Recreation / I.R.A. Civic Center

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Hire temporary 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, and will begin employment April 14, 2015.

Heather Vance, Swim Lessons Instructor, Hourly Pay Rate: \$8.00

Taylor Fideldy, Youth Coach, Hourly Pay Rate: \$8.00

Mandie Sigfrinius, Youth Coach, Hourly Pay Rate: \$8.00

**Staff Recommendation:**

Approve the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex.

Consider approving the hiring of the 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)

**File #:** 15-1234      **Version:** 1      **Name:** PW PT Spring/Summer Maintenance Eligibility List  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/8/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Consider approving the Public Works Department's Part-Time Eligibility List for the 2015 Spring/Summer Maintenance Season.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2015 4-13 PT Summer Maint Eligibility List](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Public Works Department's Part-Time Eligibility List for the 2015 Spring/Summer Maintenance Season.

**Background Information:**

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season, for parks, athletic fields, right-of-ways and city property maintenance. Ratification for their start of employment will be April 14th, 2015 and continue through October 24th, 2015. New hires will receive wages of \$8.00 per hour, returning employees will receive wages of \$8.50 per hour and employees with three or more years will receive wages of \$9.50 per hour. Gary Hausladen, who works during the winter snow removal season, will also be returning as a part-time spring/summer maintenance worker at a rate of \$14.50 per hour. Please see the attached document for the list of employee names that are eligible for hiring this summer. The cost of these part-time spring/summer employees is included in the 2015 Budget.

**Staff Recommendation:**

PW Director, Jeff Davies, approves hiring part-time Spring/Summer Maintenance Season from the attached eligibility list.

**Requested City Council Action**

Authorize the Public Works Department to hire workers from the Part-Time Eligibility List for the 2015 Spring/Summer Maintenance Season.

**PW 2015 Spring/Summer PT Eligibility List:**

**New Hires:**

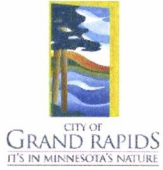
Aaron Foss  
Quinn Mischke

**2 Years:**

Devon Doree  
Jackson Gessill  
Madison Giese  
Emily LaPlant  
Ben Olson  
San Rodenberg

**3+ Years:**

Tyrel Cournoyer  
Andrew Geislinger  
Nicole Lavalle  
David Liebe  
Jace Luoma  
Cody Mann



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1236      **Version:** 1      **Name:** Board/Commission Minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 4/8/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Acknowledge minutes for Boards & Commissions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [February 11, 2015 PUC Special Meeting](#)  
[February 12, 2015 PUC Regular Meeting minutes](#)  
[February 25, 2015 Human Rights Minutes](#)  
[February 18, 2015 HRA Minutes](#)  
[January 21, 2015 HRA Minutes](#)  
[January 21, 2015 HRA Re-organizational meeting minutes](#)  
[January, 14, 2015 Library Board Minutes](#)

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



A Special meeting of the Grand Rapids Public Utilities Commission was held on Thursday, February 11, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street, Grand Rapids, MN.

Commission Members Present: President Welliver, Commissioner Hodgson, Commissioner Lenius.


Commission Members Absent: Secretary Chandler, Commissioner Zabinski.

Others present: General Manager Ward, Administrative/HR Assistant Flannigan, City Engineer Kennedy, Erik Tomlinson of Water Source Solutions, and Chris Parthun of the MN Department of Health.


President Welliver acknowledged the posting of the special meeting date, time and purpose. The purpose of the meeting was stated as a Public Forum/Public Information Meeting, pursuant to the Wellhead Protection Rule (part 4720.5330, subpart 7), to discuss issues and concerns regarding the City of Grand Rapids Wellhead Protection Plan Amendment Part I: Wellhead protection area, drinking water supply management area, emergency response areas, and vulnerability assessments for the Grand Rapids Public Utilities drinking water supply.

Erik Tomlinson of PG Water Source Solutions and Chris Parthun of the MN Department of Health reviewed the process to update and amend the Grand Rapids Wellhead Protection Plan, initially prepared in December of 2003. Due to the changes in water demand and flow from wells, it was necessary to re-delineate and update the Emergency Response Areas (ERA) for Grand Rapids Wells 1, 3, 4 and 6. The scoping meeting has been completed, as required by the State of Minnesota, and the Part II update will be submitted to the MN Department of Health by November 30, 2015.

By call of the chair, the meeting was declared adjourned at 4:40 PM

  
\_\_\_\_\_  
Stephen R. Welliver, President

Attest:

  
\_\_\_\_\_  
Glen D. Hodgson, Commissioner

A regular meeting of the Grand Rapids Public Utilities Commission was held on February 12, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

Members Present: President Welliver, Secretary Chandler. Commissioner Hodgson, Commissioner Zabinski, Commissioner Lenius.

Others Present: General Manager Ward, Finance Manager Betts, Electric Department Manager Goodell, Wastewater Treatment Department Manager Mattson, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Attorney Bengtson.

President Welliver acknowledged the publication and posting of the change in meeting date.

Motion by Zabinski to approve the minutes of January 14, 2015 regular meeting. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the January 2015 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Zabinski to approve the City Treasurer's Report and Investment Activity Report for January 2015. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Public Forum: None present.

Commission Member Reports:

General Manager Ward reviewed a request from Commissioner Zabinski to investigate the Community Solar Garden concept, which would allow an investment to be made in a solar panel facility. This program is a mandate for investor-owned utilities; however, municipal utilities are not currently mandated to participate. The Public Utilities currently participates in the WindSense program through Minnesota Power, in which customers can voluntarily participate. Discussion followed on various programs and options. Commissioner Zabinski noted that his request for discussion came from a Grand Rapids resident request to the Minnesota Power Citizen's Advisory Council, of which he and Commissioner Chandler are members.

Administration:

Motion by Chandler to accept the retirement resignation of Mr. David Roy, Wastewater Treatment Facility Operator. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.



Motion by Zabinski to declare a vacancy exists and authorize the posting and/or advertising for a Wastewater Treatment Facility Operator. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Zabinski to accept the retirement resignation of Ms. Theresa DeLorme, Customer Service Representative. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Zabinski to declare a vacancy exists and authorize the posting and/or advertising for a Customer Service Representative. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Ward reviewed the 2010-2014 Minnesota Power bill summary with the Commission.

President Welliver introduced additional agenda item #9.f., at the request of General Manager Ward, to consider waiving the written request requirement and authorizing the return of the commercial deposits as per the attached list.

Motion by Hodgson to approve waiving the written request requirement and authorizing the return of the commercial deposits as per the attached list. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

Finance Manager Betts reviewed the January 2015 Operations Report with the Commission.

Electric Department:

Electric Department Manager Goodell reviewed the January 2015 Operations Report with the Commission.

Wastewater Treatment Facility Operations:

Wastewater Treatment Department Manager Mattson reviewed the January 2015 Operations Report with the Commission.



Water/Wastewater Collection:

Water/Wastewater Collection/Safety Manager Doyle reviewed the January 2015 Operations Report with the Commission.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month.

GRPUC Discussion/Correspondence:

Cogsdale Customer Web UI Makeover Round Table Webinar, January 23, 2015, Grand Rapids, MN – Tyanne Betts.

Change Orders: No items.

Claims for Payment:

Motion by Lenius to approve a claims for payment in the amount of \$7,230.50 from Short Elliot Hendrickson, Inc. (SEH). Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Chandler, Zabinski and Lenius; Against: None; Abstained: Hodgson, whereby the motion was declared duly passed and adopted.

Motion by Chandler to approve Pay Request #3 (Invoice #194281) from Hunt Electric Corporation in the amount of \$4,651.20 for the 480V Secondary Treatment Plant Motor Control Center Upgrade. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to approve Retention Pay Request (Invoice #194692R) from Hunt Electric Corporation in the amount of \$3,179.80 for the 480V Secondary Treatment Plant Motor Control Center Upgrade. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

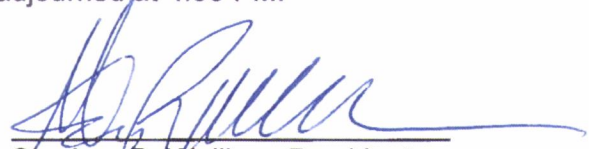
Motion by Zabinski to authorize the verified claims for payment in the amount of \$2,005,144.83 (\$1,187,063.10 computer checks and \$818,081.73 manual checks) per attached lists. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

The next regular Commission meeting was rescheduled to Wednesday, March 18, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

By call of the chair, the meeting was declared adjourned at 4:50 PM.

Attest:

  
\_\_\_\_\_  
Gregory A. Chandler, Secretary

  
\_\_\_\_\_  
Stephen R. Welliver, President



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE**

**JANUARY 2015**

<b>NAME</b>	<b>AMOUNT</b>	<b>NAME</b>	<b>AMOUNT</b>
AE2S	7,502.34	Minnesota Office of Enterprise Tech	36.00
Alcola Solutions Group	17,328.00	Minnesota Municipal Utilities	7,101.75
American Eagle Security Systems	2,982.00	Minnesota Power	916,107.50
American Payment Centers	142.00	Mobile Predictive Services	380.00
American Public Power Assoc	710.00	Neo Solutions	33,594.39
AmeriPride Services	330.36	Nexgen Asset Management	7,500.00
Arrow Embroidery	10.00	Nextera	607.78
Arrowhead Procure Insurance Pool	8,084.79	North Central Laboratories	4,111.68
Badger State Inspection	5,088.00	NTS	1,670.00
Border States	628.20	Northern Business Products	1,095.94
Bunes Septic Service	175.00	Northern Drug Screening	122.00
Burggraf's Ace Hardware	194.13	Northwest Lineman College	531.00
Busy Bees Quality Cleaning	1,858.00	Novaspect	2,540.90
Call Net	995.00	Pace Analytical	159.88
Carquest	1.86	Personnel Dynamics	3,573.89
Casper Construction	3,906.50	Polydyne Inc	46,035.80
Citi Lights	153.00	Public Utilities Commission	7,076.10
City of Grand Rapids	3,972.72	R & K Hillman	456.00
City of Grand Rapids	2,854.01	Radtke Trucking	11,195.60
Cogsdale	6,939.12	Red Rock Radio Corp	520.00
Cole Hardware	1,164.79	Resco	1,190.53
Compass Minerals	2,686.60	Rides LLC	374.99
Cooper Power Systems	4,000.00	River Road Market	1,237.55
Dakota Supply Group	907.80	Sandstroms	209.12
Davis Oil	562.64	Seelye- Eiler	550.25
Deer River Hired Hands Inc.	15.00	Stokes Printing	1,595.00
DeZurik Inc.	164.00	Strategic Insights Inc	675.00
Digicert	717.00	Swanson Flo	1,815.44
Door Service	576.28	T & R Service	1,084.78
Dennis Doyle	115.00	Thelen Heating & Roofing	5,350.00
Energy Insight Inc.	2,977.23	Tonkawater	1,492.86
Era Laboratories	250.00	Total Tool	518.19
Express Employment Professionals	3,906.90	Treasure Bay Printing	545.00
Fastenal Company	83.86	Tyco Simplex Grinnell	4,378.00
Figgins Truck & Trailer Repair	355.56	Viking Electric Supply	381.28
Gopher State One-Call	100.00	Viriden Automation Inc	607.50
Grand Rapids Herald Review	60.00	Waste Management	1,043.26
Hach	903.45	Water Environment Federation	141.00
Harris Computer Systems	304.98	Wayne's Automotive	37.35
Hawkins Inc	6,484.69	Wells Fargo Business Cards	1,271.33
Industrial Lubricant	906.15	Wesco	9,084.06
Iron Oaks Fencing	239.03	Wisconsin Energy Conservation	3,252.25
Itasca County Farm Service	3,834.00	Works Computing	2,924.00
Itasca County Treasurer	1,270.65	WP & RS Mars	1,907.82
Itasca County Recorder	92.00	Xerox	158.20
Kaman Industrial Tech.	39.86	Zee Medical	38.00
KOZY	539.00		
L & M Supply	524.37	Energy Star Rebates:	
Lano, O'Toole, Bengston	935.00	Kirk & Diane Skelly	130.00
Anne H Lewis	280.00	Jerrie Hagblom	50.00
Locators & Supplies Inc	89.50	Rick Hocking	50.00
Local- Boy	408.57		
Lorman Education Services	12.77		
Steve Mattson	43.70		
Mc Master-Carr	848.72		
Minnesota Dept of Health	300.00		
		<b>TOTAL</b>	<b>1,187,063.10</b>
		<b>S E H</b>	<b>7,230.50</b>



**Manual Check Register  
January 2015**

Check#	Date	Payee	Amount
2733	01/05/15	Arrowhead Procure, Delta Dental	3,773.00
2734	01/05/15	Select Account	98,950.00
2735	01/05/15	Select Account	1,858.34
2736	01/09/15	Minn Dept of Revenue	3,954.27
2737	01/09/15	Wells Fargo Bank	23,987.04
2738	01/09/15	PERA	13,394.72
2739	01/09/15	ING	6,813.22
2740	01/13/15	Select Account	2,330.47
2741	01/20/15	Minnesota Dept of Revenue	48,810.00
2742	01/20/15	Minnesota Dept of Revenue	193.00
2743	01/23/15	ING	1,978.68
2744	01/23/15	Minnesota Dept of Revenue	3,662.37
2745	01/23/15	Wells Fargo Bank	22,431.10
2746	01/23/15	PERA	12,714.06
2747	01/23/15	ING	6,600.28
2748	01/19/15	Select Account	208.41
2749	01/26/15	Select Account	2,350.39
2750	01/20/15	Select Account	807.22
2751	01/31/15	Blue Cross Blue Sheild	49,263.26
2752	01/31/15	US Bank Trust	130,093.75
66258	01/05/15	US Post Office	810.90
66259	01/05/15	USPS- Postage by Phone	2,000.00
66260	01/06/15	Minnesota Pollution Control Agency	45.00
66261	01/07/15	Minn Dept of Labor & Industry	20.00
66262	01/07/15	Verizon Wireless	240.35
66263	01/08/15	City of Grand Rapids	354.11
66264	01/09/15	Wells Fargo Advisors	45,000.00
66265	01/09/15	Prudential Group Insurance	1,693.75
66266	01/09/15	Minn Child Support Center	659.88
66267	01/09/15	US Post Office	688.82
66268	01/12/15	Minnesota Energy Resources	16.36
66379	01/16/15	Dresser, Inc	23,701.00 *
66380	01/16/15	Minnesota Municipal Utilities	440.00
66381	01/16/15	Minnesota Rural Water Association	550.00
66382	01/16/15	Grand Rapids Area Community Fund	313.53
66383	01/20/15	US Post Office	595.32
66384	01/22/15	City of LaPrairie	11,102.95
66385	01/23/15	Blake J Pluemer & Kay Pluemer	11,000.00
66386	01/23/15	SJA Properties	15.30
66387	01/23/15	Lake Country Power	181,424.00
66388	01/26/15	US Post Office	782.94
66389	01/23/15	Minnesota Benefit Assoc.	158.65
66390	01/23/15	Minnesota Council 65	1,767.00
66391	01/23/15	NCPERS Insurance	272.00
66392	01/23/15	Minn Child Support Center	659.88
66393	01/28/15	Minnesota Energy Resources	637.34
66394	01/28/15	UPS	34.47
66395	01/29/15	Minn DNR Ecological & Water Resources	3,697.31
66396	01/30/15	City of Grand Rapids	46,594.92
66397	01/31/15	City of Grand Rapids	72,333.37
Previously approved @ December 16, 2014 Meeting			23,701.00 *
January manual checks to be approved			818,081.73
Total Manual Checks			841,782.73

## 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, February 25, 2015 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll, the following members were present: Commissioners: Hall, Weidendorf, Sanderson, LaPlant, Nichols, Noyce, Dowell, and Learmont. Absent: Freeman.

Staff Present: Kimberly Gibeau, City Clerk

**CALL TO ORDER:** The meeting was called to order at 4:03 p.m.

### **ADDITIONS:**

- Update on webpage
  - Emerald Ice Figure Skating Club
  - Accessibility event
  - Citizen`s Academy
- Commissioner Noyce has applied to attend the upcoming Citizen`s Academy with the Grand Rapids Police Department. There are still openings if any other members wish to attend. Applications can be obtained from GRPD.

### **CORRESPONDENCE:**

- Notice has been received that the Emerald Ice Figure Skating Club is planning to wear Pocahontas costumes for an upcoming skating performance. The Commission has concerns that this may be offensive. Commissioner LaPlant will follow up with the skating club and report back to the Commission at a future meeting.

### **APPROVAL OF MINUTES: January 28, 2015 meeting**

Correction request for Circle of Healing Update regarding Commissioner Sanderson speaking at the Why Treaties Matter dedication ceremony. Changes will be made to official minutes and forwarded to City Council for acknowledgement.

**MOTION BY COMMISSIONER SANDERSON, SECOND BY COMMISSIONER WEIDENDORF TO APPROVE THE MINUTES OF JANUARY 28, 2015 AS AMENDED. Motion passed by unanimous vote.**

**FINANCIALS:** Noted current information available.

### **CIRCLE OF HEALING UPDATE:**

Working on many upcoming projects in 2015 including:

- Community conversations about race
- Working with students

2015 Goals & Plans:

Bukata Hayes, who visited and presented in Grand Rapids in January 2014, is interested in returning to the community. Commissioner Sanderson would like to collaborate with the Chamber, having Mr. Hayes present at a Chamber luncheon, hopefully partnering to share the cost. Requires approval by the Chamber program committee. Barb will follow up with Bud Stone.

Grand Rapids Police Dept:

Members are interested in possibly having a Commissioner also serve on the Police Community Advisory Board. Interim Chief Johnson is interested in training opportunities for himself and the department. Staff will forward board outline to Commission members.

Anishinaabe Worldview Training:

Circle of Healing is interested in having presenter from Northwest Indian OIC in Bemidji come to Grand Rapids. This is a four day training but could be condensed for a smaller group. Will likely seek co-sponsorship from the Human Rights Commission. Commissioner LaPlant will obtain more information and bring back at a later meeting.

Indigenous People's Day Celebration:

Commission will plan a day or week to hold community events in celebration of Indigenous People's Day in Grand Rapids. Commissioner Sanderson would prefer events take place in and surrounding City Hall. Suggestions included arts, music, food, speakers. Celebration Committee will consist of Barb, Karen and Frieda. Barb will talk to Tom Pagel and ask that he also become involved and see other individuals/groups to support/plan the events.

Commission Terms & Openings:

This is the last official meeting for Commissioners Weidendorf and Nichols. Both would like to continue receiving meeting information. New member, Mary Jo Wimmer, was appointed to the Commission on Monday, February 23, 2015 at the regular City Council meeting. Commissioner Darlene Freeman has indicated that she not be able to continue serving, but no official resignation has been received. Upon receipt of her resignation, staff will take to Council for acceptance and authorization to fill the vacancy. There is currently one vacant position. Individual members will talk to others who may be interested in serving.

Accessibility event:

Lee Isaacs and Myrna Peterson are hosting a wheelchair event at the IRA Civic Center on March 16<sup>th</sup> to raise awareness for accessibility funding and transportation.

Website:

Site has been updated with current information. Specific images cannot be inserted on to individual pages for Boards & Commissions on the City website. Events and specific notifications, such as Commission vacancies, can be posted on the City homepage for a period of time.

**MOTION BY COMMISSIONER WEIDENDORF, SECOND BY COMMISSIONER NICHOLS TO  
ADJOURN THE MEETING AT 5:20 PM. Motion passed unanimously.**

Respectfully submitted, Kimberly Gibeau, City Clerk



**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING February 18, 2015**

**CALL TO ORDER**

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

**CALL OF ROLL**

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

**HRA:** Executive Director Jerry Culliton

**PUBLIC FORUM**

None

**APPROVAL OF MINUTES**

Commissioner Zeige made a motion to approve the Re-organization meeting minutes of January 21, 2015 as presented. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Zeige made a motion to approve the Regular meeting minutes of January 21, 2015 as presented. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**FINANCIAL REPORTS**

Discussion was held among the Board members on the financial reports for January 2015 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 Blake. Voting Aye, all. Motion carried.

**APPROVAL OF VERIFIED CLAIMS**

Commissioner Blake made a motion to approve the Public Housing verified claims in the amount of \$15,134.83. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Blake made a motion to approve Crystal Lake Townhomes verified claims in the amount of 23,837.26. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried. Commissioner Blake made a motion to approve the Pooled Housing verified claims in the amount of \$80,166.48. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**APPROVED**

**PUBLIC HOUSING REPORT**

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

**CONSIDER APPROVAL OF GRAND RAPIDS HRA BY-LAWS**

Commissioner Blake made a motion to approve the By-laws as were presented and distributed at the meeting. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**YMCA INFORMATION**

No action required

**CONSIDER 411 KITCHEN RENOVATIONS**

Commissioner Blake made a motion to authorize the Executive Director to engage Architectural Resources to do the blue print work for the 411 NW 7<sup>th</sup> Street kitchen remodel, that we proceed with the blue print work, the work be bid out and brought back to the Board with the bid tabulations at a future meeting for formal award by the Grand Rapids HRA Board. Seconded by Commissioner Zeige. Voting Aye, All. Motion carried.

**CRYSTAL LAKE HOUSING REPORT**

Director Culliton gave a report stating; we have four vacant units of which we are advertising, otherwise operations are normal and routine.

**POOLED HOUSING REPORT**

Director Culliton gave a report stating we are 100% occupied with waiting lists, the hot water heaters have been completely replaced at Forest Park West; otherwise operations are normal and routine at both buildings.

**OTHER MATTERS**

Director Culliton gave a report on the on some of the criteria necessary for banking, the depository agreement, interest rates, and fees. The Executive Director reported to the Board that we would be switching from Wells Fargo to Woodland Bank with our banking for Crystal Lake Townhomes and public housing funds. Commissioner Rossman also gave a report she had been attending some meetings that were sponsored by Kootasca.

**APPROVED**

**HRA of Grand Rapids**  
**Meeting Minutes 2/18/2015**  
**Page 3**

There being no further information of the HRA of Grand Rapids for February 18, 2015  
Commissioner Zeige made a motion to adjourn the meeting at 5:15 p.m. Seconded by  
Commissioner Henrichsen. Voting Aye, all. Motion carried.

Signed   
Secretary, Commissioner Chris Henrichsen

**APPROVED**



**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING January 21, 2015**

**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 4:31 p.m. in the Community Room, located at 411 NW 7<sup>th</sup> Street, Grand Rapids, MN.

**CALL OF ROLL**

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

**ABSENT:** Commissioner Rick Blake

**HRA:** Executive Director Jerry Culliton

**PUBLIC FORUM**

None

**APPROVAL OF MINUTES**

Commissioner Henrichsen made a motion to approve the Regular meeting minutes of December 18, 2014 as presented. Seconded by Commissioner Salmela. Voting Aye, all. Motion carried.

**FINANCIAL REPORTS**

Discussion was held among the Board members on the financial reports for December, 2014 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 Rossman. Voting Aye, all. Motion carried.

**APPROVAL OF VERIFIED CLAIMS**

Commissioner Rossman made a motion to approve the Public Housing verified claims in the amount of \$26,645.33. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried. Commissioner Rossman made a motion to approve Crystal Lake Townhomes verified claims in the amount of 28,281.90. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried. Commissioner Rossman made a motion to approve the Pooled Housing verified claims in the amount of \$63,122.50. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**APPROVED**

**PUBLIC HOUSING REPORT**

Director Culliton stated; we are 100% occupied with waiting list, approval for an architectural firm for kitchen remodel for the 411 building would be placed on the February agenda, our Five Year Agency Plan had been approved by the Minneapolis field office for the ensuing years., otherwise operations are normal and routine at both buildings.

**CONSIDER RESOLUTION 2015-04 TO PAY CERTAIN CLAIMS**

Commissioner Rossman made a motion to approve Resolution 2015-04 authorizing the Executive Director to pay certain claims. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**CONSIDER MAINTENANCE AGREEMENT**

After discussion by the Board Commissioner Henrichsen made a motion to allow the Executive Director to enter into a maintenance agreement for the computers as presented on the agenda and authorize the Executive Director to execute the document. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**CRYSTAL LAKE HOUSING REPORT**

Director Culliton gave a report stating; we have three vacant units as of February 1<sup>st</sup> of which we are advertising, electrical transformer problem at Crystal Lake which was repaired, otherwise operations are normal and routine.

**POOLED HOUSING REPORT**

Director Culliton gave a report stating we are 100% occupied with waiting lists, Director Culliton address the Board on appliance purchases in the future, otherwise operations are normal and routine at both buildings.

**OTHER MATTERS**

The YMCA survey that was conducted in the past month was tabulated and the result given to the Board, Commissioner Salmela said he would touch base with Cheryl at the YMCA and this would be placed on a future agenda

There being no further information of the HRA of Grand Rapids for January 21, 2015 Commissioner Henrichsen made a motion to adjourn the meeting at 5:30 p.m. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

Signed



Secretary, Commissioner Chris Henrichsen

**APPROVED**

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
RE-ORGANIZATIONAL MEETING, JANUARY 21, 2015**

**CALL TO ORDER**

Pursuant to due notice and call thereof, a Re-Organizational Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Len Salmela at 4:00 p.m., January 21, 2015 at the 411 NW 7<sup>th</sup> Street Community Room.

**CALL OF ROLL**

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

**Absent:** Commissioner Rick Blake

**HRA:** Director Jerry Culliton

**Elect Chairperson**

Commissioner Henrichsen made a motion to re-elect Commissioner Len Salmela as the Chairperson. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**Elect Vice-Chairperson**

Commissioner Henrichsen made a motion to re-elect Commissioner Marilyn Rossman as the Vice Chairperson. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**Elect Treasurer/Secretary**

Commissioner Zeige made a motion to elect Commissioner Chris Henrichsen to be the new Treasurer/Secretary. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**Schedule Meeting – date and time**

Commissioner Zeige made a motion to maintain the third Wednesday of every month at 4:00 p.m. as the regular meeting schedule date and time for the Grand Rapids HRA meetings, and conducted under newly revised Roberts Rules of Order. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**Appoint HRA Attorney**

After some discussion Commissioner Zeige made a motion to appoint the Sterle law firm (Chad Sterle) as the HRA Attorney for calendar year 2015. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**APPROVED**



**HRA Grand Rapids  
Meeting Minutes 1/21/15  
Page 2**

**Designate signatory**

Commissioner Zeige made a motion to maintain the Chairperson, Secretary/Treasurer and Executive Director as the signatories for the Grand Rapids HRA for the year 2015. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**Elect designated depositories**

Commissioner Zeige made a motion to appoint Wells Fargo Bank & Investments as the public housing and Crystal Lake Townhomes depository and Deerwood Bank for the Forest Park West and Lake Shore Place properties. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

After reviewing item 8A of the agenda, Commissioner Rossman made a motion to authorize the Executive Director to inquire and switch depositories for 2015 if warranted. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**Designate official newspaper**

Commissioner Zeige made a motion to appoint the Grand Rapids Herald Review as the official newspaper for the Grand Rapids HRA for calendar year 2015. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**Review current (changes) by-laws of HRA**

After reviewing the by-law changes and discussion among the Board members, Commissioner Zeige made a motion to table the by-laws that were distributed and be placed on the February agenda for approval. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

There being no further information of the HRA of Grand Rapids for January 21, 2015. Commissioner Henrichsen made a motion to adjourn the meeting at 4:30 p.m. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried

Signed   
Secretary, Chris Henrichsen

**APPROVED**

**Grand Rapids Area Library  
Regular Board Meeting  
January 14, 2015**

**Call to Order:** The monthly board meeting was called to order at 5:03 PM by Dennis Jerome.

**Roll Call / Introduction:**

- **Introductions:** Randy McCarty
- **Members Present:** Janet Neurauder, Mary Helen Haarklau, Dennis Jerome, Shannon Benolken, Jean MacDonell, and Randy McCarty
- **Members Absent:** Max Peters, Sue Ziege, and Abby Kuschel
- **Staff Present:** Director Marcia Anderson

**Public Comment:** None to report

**Organizational Matters: Election of officers and appointments**

**President:** A motion was made by Shannon Benolken to reappoint Dennis Jerome as President of the board. A second was made by Jean MacDonell. The motion passed unanimously.

**Vice President:** A motion was made by Janet Neurauder to reappoint Shannon Benolken as Vice President of the board. A second was made by Randy McCarty. The motion passed unanimously.

**Secretary:** A motion was made by Janet Neurauder to reappoint Abby Kuschel as secretary of the board. A second was made by Shannon Benolken. The motion passed unanimously.

**Liaison to Library Foundation:** A motion was made by Randy McCarty to reappoint Dennis Jerome as the liaison to the Library Foundation. A second was made by Mary Helen Haarklau. The motion passed unanimously.

**Program committee:** Mary Helen Haarklau volunteered to be the representing library board member at the Program Committee meetings. A motion was made by Shannon Benolken to appoint Mary Helen Haarklau as the Program Committee representative. A second was made by Jean MacDonell. The motion passed unanimously.

**Approval of Agenda:** Jean MacDonell moved to approve the agenda. A second was made by Randy McCarty. The motion passed unanimously.

**Minutes:** A correction to the minutes from the December 10th, 2014 board meeting was suggested by Janet Neurauder. Instead of "...students are allowed to take more than two buses," it should state that students are **not** allowed to take more than two buses. Jean MacDonell moved to approve the minutes from the December 10, 2014 board meeting with the correction. A second was made by Janet Neurauder. The motion passed unanimously.

**Communications:**

**Letter from Itasca County transmitting funds**  
No action required.

**Financial Report:**

**The Grand Rapids Area Library Bill List  
Invoices Due On/Before January 14, 2015**

AMAZON.COM	283.78
AMERIPRIDE LINEN & APPAREL	62.79
ARROWHEAD LIBRARY SYSTEM	40.60
BAKER & TAYLOR, INC	941.14
BLACKSTONE AUDIO, INC	438.00
BLUE CROSS & BLUE SHIELD OF MN	4301.00
BUSY BEES QUALITY CLEANING	1700.00
DELTA DENTAL OF MINNESOTA	194.10
DEMCO	60.01
FIDELITY SECURITY LIFE INS CO	5.96
GARTNER REFRIGERATION CO	308.00
CITY OF GRAND RAPIDS	181.00
GRAND RAPIDS CITY PAYROLL	35248.39
GRAND RAPIDS STATE BANK	14000.00
BONNIE HENRIKSEN	125.07
INT'L FALL PUBLIC LIBRARY	29.99
ITASCA AREA SCHOOLS	2000.00
ITASCA COUNTY SHERIFFS DEPT	10.00
JUNIOR LIBRARY GUILD	14.00
KATHIE ALLEN COACHING INC	40.00
LINCOLN REPUBLIC INSURANCE CO	18.45
MINNESOTA ENERGY RESOURCES	325.27
MINNESOTA REVENUE	32.77
NARDINI FIRE EQUIPMENT CO. INC	1564.50
NEXTERA COMMUNICATIONS LLC	91.68
NORTHERN BUSINESS PRODUCTS INC	147.59
PARACLETE PRESS INC	52.96
PAUL BUNYAN COMMUNICATIONS	488.40
PERSONNEL DYNAMICS LLC	54.00
PITNEY BOWES INC	117.00
PIZZA WORKS	9.99
P.U.C.	2795.95
RAPIDS PLUMBING & HEATING INC	303.00
MICHAEL RUSSELL	330.00
SHOWCASES	161.46
SIM SUPPLY INC	391.33
STAR TRIBUNE	345.80



TRU NORTH ELECTRIC LLC	172.89
UNIQUE MANAGMENT SERVICES	214.80
VERIZON WIRELESS	112.46
THE VILLAGE BOOK STORE	38.39
WASTE MANAGEMENT	488.01
XEROX CORPORATION	107.31
TOTAL ALL VENDORS:	68347.84

Randy McCarty moved to approve the financial report. A second was made by Shannon Benolken. On a roll call vote the motion passed unanimously.

**Staff Reports:**

- **Director's Report:** Update on gift of property: The counter-offer was accepted. "Library funding issues" the inequity between the taxes that city residents and township residents pay to support the library, will be a topic of conversation at the next City/County Cooperative meeting in March.
- **Assistant Director's Report:** Rapids Reads: The Program Committee says the author of the chosen book, The Road Back to Sweetgrass is available to come and speak in late March.

**Old Business:** None to report.

**New Business:**

- **Consent Agenda:**
  1. **Approve payment of late bills:** None
  2. **Approve Contracts:** None
  3. **Approve Resolution 2015 - Accepting Donations**
    - \$100 from the John and Gina Hawkinson Advised Fund (unrestricted, received 2014)
    - \$100 from Tim and Joan Bonner in memory of Bernadine Rassmussen (unrestricted, received 2014)
    - \$6.85 Friends of the Grand Rapids Library (reimbursement Printing Gift membership cards)
    - \$60.01 Friends of the Grand Rapids Library (reimbursement Shelves and easels, received 2014)
    - \$25 from Jean Moberg and Chris Edmond in memory of Bernadine Rassmussen (unrestricted, received 2015)

Shannon Benolken moved to approve the consent agenda. A second was made by Jean MacDonell. On a roll call vote the motion passed unanimously.

- **Regular Agenda:**
  1. **Authorize staff to solicit quotes for audio and visual equipment for the meeting room.** – Director Marcia Anderson related to the board that the Library Foundation and the Friends of the Library support the

project. When Shannon Benolken asked if the library will have to choose the lowest bidder for the project, Marcia Anderson said that they do not. Once the bids are received, the library board will vote on the bid with the best fit. A motion was made by Randy McCarty to authorize library staff to solicit quotes for a PA system in the meeting room. A second was made by Jean MacDonell. The motion passed unanimously.

2. **Change title of Library Clerk II positions to Library Public Services Clerk, Reclassify positions from Class 3 to Class 5, and change status from PT 30 hr to Full Time beginning February 1, 2015.** – A motion was made by Randy McCarty to approve stated changes. A second was made by Mary Helen Haarklau. On a roll call vote the motion passed unanimously.

3. **Dedicate energy rebates to solar project.**

Total estimated amount required to finish project: \$26,000

Note: rebate for lights and chiller was \$2943.31 in 2014

Janet Neurauter made a motion to dedicate energy rebates to solar project. A second was made by Shannon Benolken. On a roll call vote the motion passed unanimously.

4. **Policy discussion:**

- a. **Policies 1-5 (included in packet)**

- 1.2 Date of adoption of revisions must be added when all revisions are adopted.

- 5.2 Grand Rapids Township must be eliminated from the list of supporting townships.

Randy McCarty made a motion to approve policy amendment. A second was made by Shannon Benolken.

5. **Donation policy ([see web page](#))** – Among the ALS-suggested library policies is a donation policy. Marcia Anderson told the board about the "Ways to Support Your Library" web page. (See above.) She asked the board to consider shortening and changing it into an actual library policy. Randy McCarty suggested that the city attorney look over the policy before it is approved. Janet Neurauter had question: when a gift to the library is made, what happens to that "lasting honor" of the placard inside a book if it needs to be discarded? Shannon Benolken added that a right of refusal of a donation clause should be included. Janet Neurauter offered to send Marcia Anderson ICC language for a gift acceptance policy to review. It was decided that the new policy will need to include a disposal and right of refusal clause. Randy McCarty suggested that donors would like to see a paper trail. Shannon Benolken agreed. Janet Neurauter brought up the importance of thanking the library's donors.

**Adjourn:** The monthly board meeting was adjourned at 5:44 PM by Dennis Jerome.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

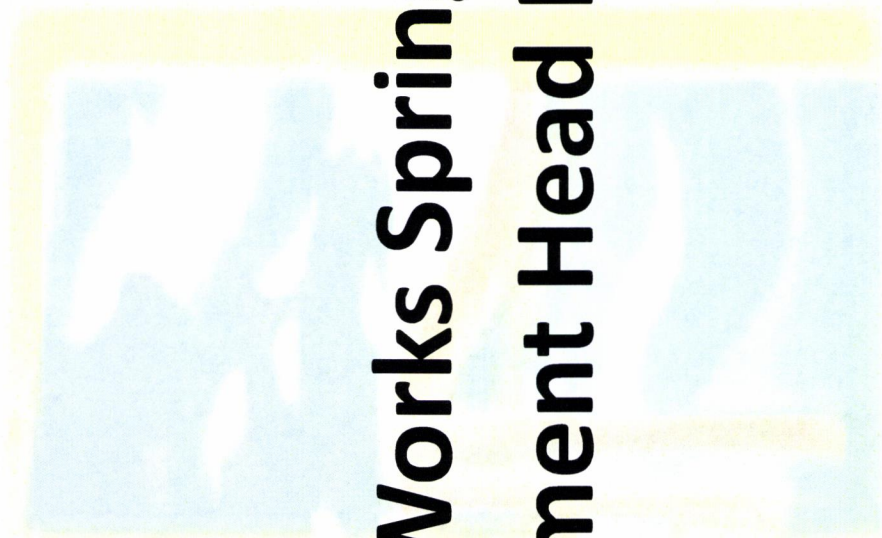
**File #:** 15-1233      **Version:** 1      **Name:** PW Spring Dept Head Report  
**Type:** Department Head Report      **Status:** Department Head Report  
**File created:** 4/8/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Public Works Department Head Report  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2015 4-13 PW Spring DH Report](#)

Date	Ver.	Action By	Action	Result
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Public Works Department Head Report



# **Public Works Spring 2015 Department Head Report**



CHRYSTOPHER  
MAYOR



GRAND RAPIDS  
FLY IN AIRS, ENJOY THE VIEW

## Calendar Year Snowfall Comparison

**30 Year Average 56.5"**

2011	41.1"		
2012	45.7"		
2013	109.5"	<u>Dec:</u>	<u>30.5"</u>
2014	59.9"		
2015	Jan-Mar:	Jan:	7.0"
		Feb:	10.7"
		Mar:	4.0"

- Average Temp for November was 8.8° colder than the 30 Year Average. Even with only 8" of snow (30 Year Average is 10.7") there was some form of precipitation 18 of the 30 days. Many of those days required some form of de-icing.
- December snowfall was 4.9" (30 Year Average is 12.3") and there were 13 of 31 days of precipitation.



GRAND RAPIDS  
IT'S IN MINNESOTA. NAT. BE.

**2013-2015 Budget Comparisons:**  
**January through March Expenditures**

<b>Line Item</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Fuel	35,357	26,353	7,492
Liquid Deicer	11,586	15,898	10,725
Sand/Salt	32,678	21,368	21,428
Vehicle Maintenance/Repair	29,662	14,836	11,156
Full-Time Salary OT	5,409	3,072	1,952
Part-Time	32,344	22,029	11,172
Part-Time OT	2,896	1,613	130
	<b>149,932</b>	<b>105,169</b>	<b>64,055</b>

**Snowfall :**                      **48.4"**                      **38"**                      **21.7"**







GRAND RAPIDS  
ILLINOIS  
MINNESOTA SALUTE

## Snow & Ice Control

- Have a Snow & Ice Control Policy
  - Have reliable weather information
  - Pavement Temperatures
  - Anti-icing Products
  - Use of correct materials
- Treated Salt
- Straight Salt
- Sand
- Calibrate equipment - more isn't better
- Pre-treat with Salt/Sand
  - Pre-wet with Magnesium-Chloride
  - Mechanical plowing reduces chemical use
  - It is usually not cost-efficient to apply straight salt at pavement temperatures below 15° Fahrenheit



GRAND RAPIDS  
ILLUSTRATION BY JESSICA WATSON

## Public Works 2014-2015 Maintenance Items

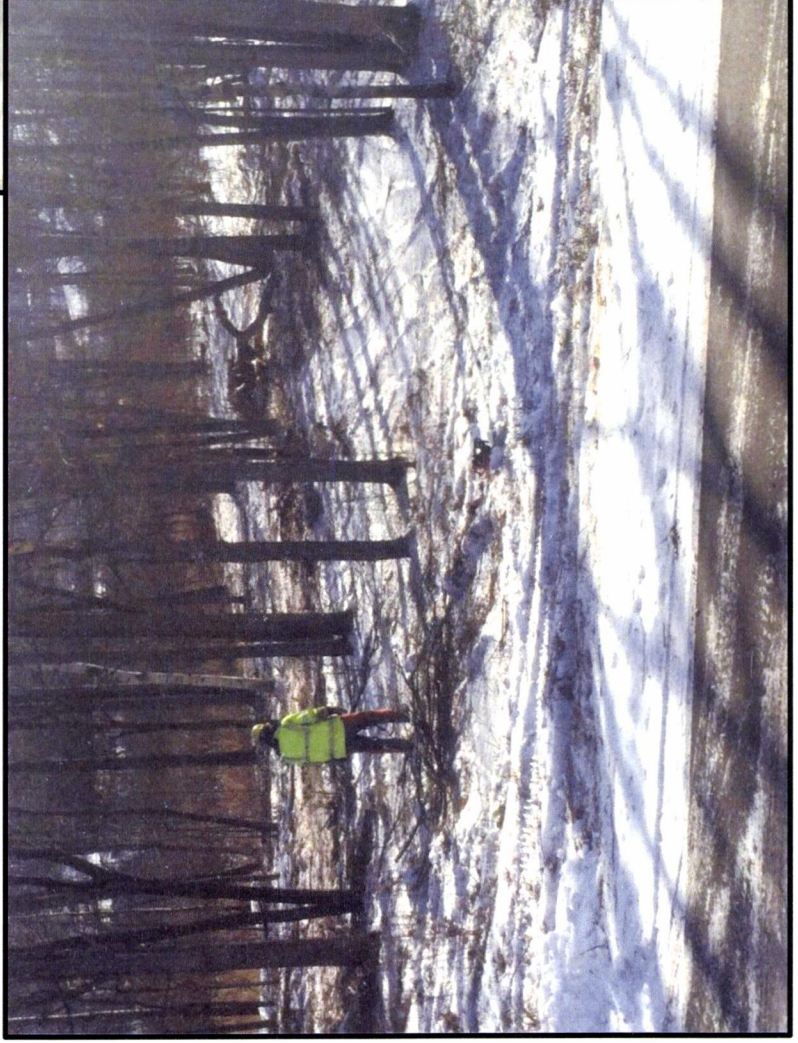
<b>Work Orders:</b>	<b>Labor Hours</b>	<b>Wages</b>	<b>Equipment Costs</b>
Outdoor Rink Maintenance	932.75	\$27,346.90	\$44,895.00
Tree Trimming	486	\$16,912.79	\$13,695.00
CBD Maintenance-Clean up/Garbage	205	\$6,766.58	\$3,955.00
Assist Airport - Grounds Maintenance	170	\$5,986.29	\$7,472.50
New NW Park	148.5	\$5,295.37	\$6,990.00
Pothole Patching	130.5	\$4,530.24	\$3,452.50
De-Ice Catch Basins	136	\$5,065.23	\$4,650.00
Rain Garden Maintenance	111	\$3,949.62	\$3,695.00
ROW Blvd Maintenance - Garbage	105.5	\$3,769.51	\$1,312.50
Assist Cemetery - Burials	70	\$2,316.63	\$3,100.00
Sidewalk Flushing	69	\$2,386.94	\$2,415.00
Community Parks - Garbage	48	\$1,432.28	\$900.00
<b>Totals:</b>	<b>2,612.25</b>	<b>\$85,758.38</b>	<b>\$96,532.50</b>





GRAND RAPIDS  
IT IS MICHIGAN AS YOU SEE IT

## New NW Park







GRAND RAPIDS  
THE MISSION HAS A LIFE



### Winter Burial Comparison:

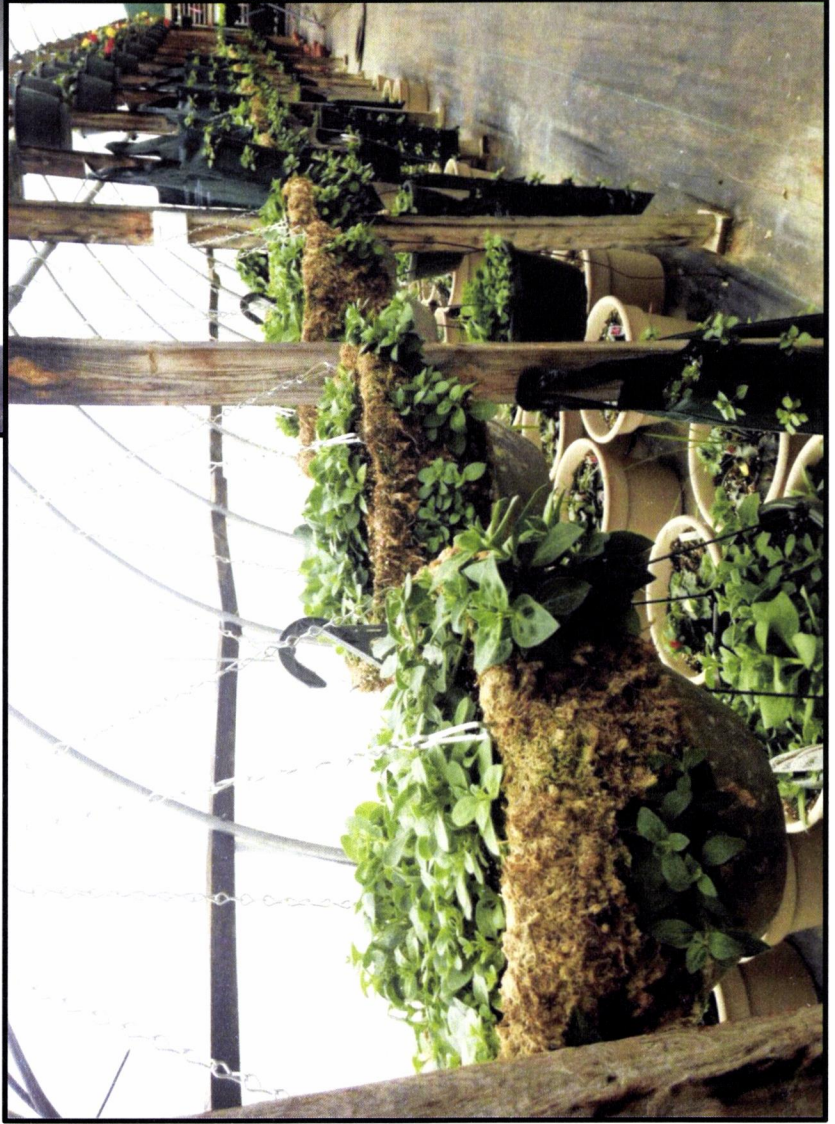
2013-14	Itasca Calvary Cemetery:	15	Wildwood Cemetery:	0
2014-15	Itasca Calvary Cemetery:	28	Wildwood Cemetery:	9



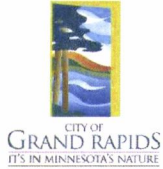


GRAND RAPIDS  
MINNESOTA

## 2015 Hanging Baskets







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1222      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Civic Center, Parks & Recreation  
**File created:** 4/2/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Purchase playground equipment for the new City Park in the Remer / DeSchepper neighborhood.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [MN-WI Playground Quote 1](#)  
[MN-WI Playground Quote 2](#)

Date	Ver.	Action By	Action	Result
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Purchase playground equipment for the new City Park in the Remer / DeSchepper neighborhood.

**Background Information:**

As part of the 2015 CIP, \$35,000 was allocated to help develop the new City Park being developed in the Remer / DeSchepper neighborhood. Gametime play structures from Minnesota / Wisconsin Playground have been selected as we have been extremely pleased with the quality of their product. Their equipment is currently in six of our City Parks and at all three elementary schools. No other bids are necessary as the purchase will be made through U.S. Communities, a government purchasing alliance which guarantees the best possible pricing.

Our Public Works department will install the equipment under the supervision of a consultant provided by Minnesota / Wisconsin Playground. As the equipment, wood fiber, and consultant total \$25,663.50, the remaining funds will be used for border materials, picnic tables, benches, and fencing.

**Staff Recommendation:**

Approve a purchase from Gametime and Minnesota / Wisconsin Playground for equipment, wood fiber, and an installation consultant in the amount of \$25,663.50 for a playground to be installed at the new City Park in the Remer / DeSchepper neighborhood.

**Requested City Council Action**

Consider approving a purchase from Gametime and Minnesota / Wisconsin Playground for equipment, wood fiber, and an installation consultant in the amount of \$25,663.50 for a playground to be installed at the new City Park in the Remer / DeSchepper neighborhood.

**City Park 2015 - Consult & Surfacing**

City of Grand Rapids  
 Attn: Dale Anderson  
 420 N Pokegama Ave  
 Grand Rapids, MN 55744  
 Phone: 218-259-4485  
 Fax: 218-326-5410  
 danderson@ci.grand-rapids.mn.us

Ship To Zip: 55744

Quantity	Part #	Description	Unit Price	Amount
1	CONS	Lump Sum - Provide one consultant to supervise a one-day volunteer build. - <i>Layout, drilling, and concrete for footings by others.</i>	\$1,100.00	\$1,100.00
1	EWf - 12L	Lump Sum - 1,394 Sq. Ft. engineered wood fiber for play unit area (12" depth). - <i>Installation by others.</i>	\$2,773.00	\$2,773.00
1	EWf - 12L	Lump Sum - Additional 1,312 Sq. Ft. engineered wood fiber for swing area (12" depth). - <i>Installation by others.</i>	\$2,007.00	\$2,007.00

SubTotal: \$5,880.00  
**Total Amount: \$5,880.00**

This quotation is subject to polices in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Pricing: f.o.b. factory, firm for 30 days from date of quotation. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

EWf Shipment: order shall deliver within 14 - 21 days after our receipt and acceptance of your purchase order as well as schedule and weather allowing. Bulk material will ship via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWf directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative. Road restrictions may be in effect and cause delays depending on time of year.

Freight charges: Prepaid & added

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Purchase Amount: **\$5,880.00**





**City Park 2015 - Equipment**

City of Grand Rapids  
 Attn: Dale Anderson  
 420 N Pokegama Ave  
 Grand Rapids, MN 55744  
 Phone: 218-259-4485  
 Fax: 218-326-5410  
 danderson@ci.grand-rapids.mn.us

Ship To Zip: 55744

Quantity	Part #	Description
1	19652	GameTime - Climber's Challenge
1	RDU	GameTime - Four-unit swing package. (1) 12583 -- ADA Primetime Swing Frame, 3 1/2" Od (1) 12584 -- ADA Primetime Swing AAB, 3 1/2" Od (2) 8910 -- Belt Seat 3 1/2"Od(8910) (2) 8696 -- Encl Seat 3 1/2"(8696)
1	178749	GameTime - Owner's Kit

Contract: USC

SubTotal: \$16,134.70  
 Freight: \$1,829.10  
**Total Amount: \$19,783.50**

This quotation is subject to polices in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Pricing: f.o.b. factory, firm for 30 days from date of quotation. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

EWf Shipment: order shall deliver within 14 - 21 days after our receipt and acceptance of your purchase order as well as schedule and weather allowing. Bulk material will ship via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWf directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative. Road restrictions may be in effect and cause delays depending on time of year.

Freight charges: Prepaid & added

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

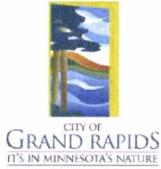
Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Purchase Amount: **\$19,783.50**







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1194      **Version:** 1      **Name:** IFL transfer of \$100K of FAA entitlement funds  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 3/18/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Consider authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$100,000 of 2016 FAA entitlement funds from the Grand Rapids-Itasca County Airport Federal Account to the Falls International Airport Commission's Federal Account.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [4-7-15 Attachment INL Transfer Docs.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$100,000 of 2016 FAA entitlement funds from the Grand Rapids-Itasca County Airport Federal Account to the Falls International Airport Commission's Federal Account.

**Background Information:**

The Falls International Airport Commission is unable to use their FAA entitlement funds at this time and has agreed to transfer an amount of \$100,000 to the Grand Rapids-Itasca County Airport Federal Account. Attached are the FAA's letter Authorizing the Agreement, The Agreement for Transfer of Entitlement, and the Federal Airport Funding Repayment Agreement approved by the Falls International Airport Commission. The City of Grand Rapids now needs to approve the Repayment Agreement for the transfer to take effect. The Repayment Agreement states that Grand Rapids-Itasca County will repay the transfer to Falls International Airport Commission in 2016. The Agreement also states that this transfer is not required by the FAA, does not have interest applied, and is contingent on future funding legislation and the availability of funding to the Grand Rapids-Itasca County Airport.

**Staff Recommendation:**

City Staff recommend authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$100,000 of 2016 FAA entitlement funds from the Grand Rapids-Itasca County Airport Federal Account to the Falls International Airport Commission's Federal Account.

**Requested City Council Action**

Consider authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$100,000 of 2016 FAA entitlement funds from the Grand Rapids-Itasca County Airport Federal Account to the Falls International Airport Commission's Federal Account.



**AIRPORT COMMISSION**

**Robert Anderson**  
*Chair, Airport Commission*

**Paul Nevanen**  
*Commissioner*

**Brian Briggs**  
*Commissioner*

**Wade Pavleck**  
*Commissioner*

**Brian McBride**  
*Commissioner*

March 25, 2015

Tracey Headings  
Federal Aviation Administration  
Airports District Office  
6020 - 28th Avenue South, Room 102  
Minneapolis, Minnesota 55450-2706

Dear Tracey:

This letter is to inform you that the Falls International Airport Commission has approved the following concept:

The Falls International Airport Commission has not spent all of its available federal Airport Improvement Program entitlement from the year 2012. The Commission would like to see that these funds stay in Minnesota and therefore would like to see \$100,000 transferred to Grand Rapids, MN for their pending airport project.

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Robert W. Anderson". The signature is written in a cursive style.

Robert Anderson  
Airport Commission Chair  
Falls International Airport

cc: Don Berre, Mn/DOT Regional Airport Engineer

FEDERAL AIRPORT FUNDING REPAYMENT AGREEMENT

Grand Rapids – Itasca County Airport agrees to transfer their 2016 FAA funds back to the Falls International Airport Commission in repayment of the total amount of \$100,000. The Falls International Airport Commission agreed to transfer \$100,000 in 2015 to the Grand Rapids – Itasca County Airport. (See attached agreement)

The year of transfer is 2016. Signature of each airport sponsor certifies agreement to repay the donor airport, Falls International Airport Commission, by the recipient, Grand Rapids – Itasca County Airport, per the 2015 FAA transfer. (See attachment)

The parties to this Agreement understand that repayment of transferred funds is not required by FAA.

The parties to this Agreement understand that the receiving airport shall not be obligated to repay or assign more than the original transferred amount. Interest shall not be applied. The parties understand that the Grand Rapids – Itasca County Airport must repay the \$100,000 prior to utilizing any federal funds for repairs or improvements to its facilities in 2016 unless the Falls International Airport Commission waives the provision.

Original Receiving Airport:

\_\_\_\_\_  
Authorized Representative/Title

\_\_\_\_\_  
Print or Type Name/Title

\_\_\_\_\_  
Receiving Airport Sponsor

\_\_\_\_\_  
Date

Original Donor Airport:

Robert W. Anderson, Chairman  
Authorized Representative/Title

Robert W. ANDERSON, CHAIRMAN  
Print or Type Name/Title

International Falls Koochiching County Airport  
Donor Airport Sponsor Commission

March 27, 2015  
Date





U.S. Department  
of Transportation  
  
Federal Aviation  
Administration

AGREEMENT FOR TRANSFER OF ENTITLEMENTS

In accordance with section 47117©(2) of Title 49 U.S.C. (hereinafter called the "Act").

Falls International Airport Commission, Minnesota

Hereby waives receipt of the following amount of funds apportioned to it for each fiscal year specified under section 47114©(1) of the Act.

<u>Amount</u>	<u>Fiscal Year</u>
\$ 100,000	2012
\$	2013
\$	20
<b>TOTAL \$ 100,000</b>	

On the condition that the Federal Aviation Administration makes the waived amount available to:

Grand Rapids – Itasca County Airport (City of Grand Rapids), Minnesota

for eligible projects under section 47104(a) Act. This waiver shall expire on earlier of September 30, 2015, or when the availability of apportioned funds would lapse under section 47117(b) of the Act.

DATE \_\_\_\_\_

FOR THE UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

FOR FALLS INTL AIRPORT, MINN.

BY Robert W. Anderson

TITLE Chair of the Commission

DATE March 27, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

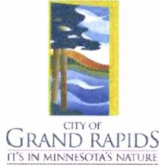
I, Steven M. Sherman acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Agreement and find that the Sponsor has been duly authorized to make such transfer and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Minnesota and the Act

Dated at \_\_\_\_\_ this day of \_\_\_\_\_, 2015

SM  
(Signature of Sponsor's Attorney)

Title International Falls Koochiching County  
Airport + Commission Attorney



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1226      **Version:** 1      **Name:** Prof Svcs Agreement to mark trees for obstruction removal  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 4/7/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**

**Title:** Consider approving the professional services agreement with SEH in the amount of \$5000 to identify the obstructions in the field in order to assist the contractors submitting quotes for the removal of the trees.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [4-13-15 Prof Svcs Agreement - Obs Removal.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the professional services agreement with SEH in the amount of \$5000 to identify the obstructions in the field in order to assist the contractors submitting quotes for the removal of the trees.

**Background Information:**

In 2014, the airport requested federal funding to complete an obstruction survey to confirm that the Precision Approach Path Indicators (PAPIs) Obstruction Clearance Surface (OCS) is clear, to then provide a Certificate of Survey indicating a clear OCS, and coordinate with the FAA to complete the flight inspection to commission the Runway 5/23 PAPIs. Upon completion of the obstruction survey, the OCS was not clear as anticipated. Several tree obstructions were noted for both runway ends. Prior to coordinating the FAA flight check, these tree obstructions need to be removed. The attached contract proposal relates to identifying the tree obstructions in the field in order to assist with coordinating removal of the trees. SEH will review survey information from the prior obstruction survey to identify the trees to be removed. In addition, SEH will utilize recent FAA data from Instrument Approach Procedure (IAP) reviews to ensure that any additional trees determined from FAA inspections are also identified for removal. A survey crew will take the information from the prior obstruction survey and FAA data and physically mark the trees in the field that are required to be removed. The City will then coordinate removal of the trees by a qualified contractor and near the end of the removal operations, SEH will be on site to complete a final survey to ensure all required trees have been removed. Compensation for the survey work and tree identification will be a lump sum fee of \$5,000.

**Staff Recommendation:**

City Staff recommend approving the professional services agreement with SEH in the amount of \$5000 to identify the obstructions in the field in order to assist the contractors submitting quotes for the removal of the trees.

**Requested City Council Action**

Consider approving the professional services agreement with SEH in the amount of \$5000 to identify the obstructions in the field in order to assist the contractors submitting quotes for the removal of the trees.



April 7, 2015

RE: Grand Rapids – Itasca County Airport  
Obstruction Removal – Rwy 5/23

Julie Kennedy  
City Engineer  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662

Dear Julie:

In 2014, the Grand Rapids – Itasca County Airport (GPZ) requested federal funding for SEH to complete an obstruction survey to confirm that the Precision Approach Path Indicators (PAPIs) Obstruction Clearance Surface (OCS) is clear, to then provide a Certificate of Survey indicating a clear OCS, and coordinate with the FAA to complete the flight inspection to commission the Runway 5/23 PAPIs. Upon completion of the obstruction survey, the OCS was not clear as anticipated. Several tree obstructions were noted for both runway ends. Prior to coordinating the FAA flight check, these tree obstructions need to be removed.

Per your request, we are presenting a contract proposal related to identifying the tree obstructions in the field in order to assist with coordinating removal of the trees. As part of this scope of work, SEH will complete the following tasks:

- SEH will review survey information from the prior obstruction survey to identify the trees to be removed. In addition, SEH will utilize recent FAA data from Instrument Approach Procedure (IAP) reviews to ensure that any additional trees determined from FAA inspections are also identified for removal.
- A survey crew will take the information from the prior obstruction survey and FAA data and physically mark the trees in the field that are required to be removed.
- GPZ will coordinate removal of the trees by a qualified contractor and near the end of the removal operations, SEH will be on site to complete a final survey to ensure all required trees have been removed.

Compensation for the survey work and tree identification will be a lump sum fee of \$5,000. If this is acceptable, please sign where indicated on this letter. This letter will then constitute an Agreement for Professional Services in connection with the tree removal project.

Sincerely,

A handwritten signature in black ink, appearing to read "Benita L. Crow".

Benita L. Crow, PE | Principal  
Aviation Services Group



**Accepted by:**

By: \_\_\_\_\_ Effective April 7, 2015

s:\fj\g\gran\common\airport\pm\04-07-2015 letter agreement - obs removal.docx



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1232      **Version:** 1      **Name:** Golf Pass EFT Payments  
**Type:** Agenda Item      **Status:** Golf Course  
**File created:** 4/8/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Golf Pass EFT Payments  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Maximum Solutions Golf Season Passes.pdf](#)

Date	Ver.	Action By	Action	Result
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### Golf Pass EFT Payments

**Background Information:**

In conjunction with Park and Recreation and the City Finance Department, the golf course would like to set up a monthly Electronic Funds Transfer option for persons purchasing season golf passes. The golf course, finance, and park and rec staff have discussed this opportunity and see it as a workable opportunity for patrons to purchase a season pass that may not be able to do so with a single lump sum payment. A single adult season pass sells for \$619.00 plus tax. A Family season pass sells for \$945.00 plus tax. We have set September as the last month of the year whereby a monthly payment can be made. A person purchasing a pass in April, can divide the payments into 6 monthly payments. A person purchasing in June could divide the payment into four monthly payments. For 2016 passes, a person could begin their payment in January and extend the payment to September. Attached is an Agreement with Element Payment Services, Inc for processing the Electronic Funds Transfer system. The annual cost of the service is \$180.00 per calendar year. (total cost)

**Staff Recommendation:**

Enter into the Agreement as stated in the Background information.

**Requested City Council Action**

Consider entering into an agreement with Electronic Payment Services, Inc to provide Electronic Funds Transfer services for the processing of golf season passes for the City of Grand Rapids/Pokegama Golf Course. The annual fee for this service is \$180.00 and will be paid from Golf Course Funds.



# TRANSFORM® TOKENIZATION SERVICE AGREEMENT

When completed, please e-mail or fax: (1) all pages of this agreement with signature on page 6, and (2) a voided check or bank letter required by Section 11 ACH Authorization to the designated account manager below:

ACCOUNT INFORMATION			
ACCOUNT MANAGER Cory Jaimes	PARTNER AGENT ID 1 0 8 9 9	QA INITIALS	
E-MAIL ADDRESS cjames@elementps.com	OFFICE USE ONLY		
FAX NUMBER 888 315 3386	MID(S):		

BUSINESS INFORMATION			
BUSINESS LEGAL NAME (Must Match Business Tax Return Name) ("MERCHANT") City of Grand Rapids			
DOING BUSINESS AS (DBA) City of Grand Rapids		FEDERAL TAX ID (9 digits) 4 1 6 0 0 5 2 0 1	
MAILING/BILLING ADDRESS 420 North Pokegama Ave	CITY Grand Rapids	STATE Minnesota	ZIP CODE 55744
LOCATION ADDRESS 420 North Pokegama Ave	CITY Grand Rapids	STATE Minnesota	ZIP CODE 55744
CONTACT NAME Tony Clifton	PHONE NUMBER 218 326 2500	FAX NUMBER	
E-MAIL ADDRESS (Required) tclifton@ci.grand-rapids.mn.us			

TO BE COMPLETED BY EPS ACCOUNT MANAGER ONLY		
UNDERLYING AGREEMENT TYPE: Merchant Processing Agreement <input type="checkbox"/> Gateway Agreement <input checked="" type="checkbox"/>	Account Updater Service <input type="checkbox"/> Billing Start Date: Mar 18, 2015	SPECIAL INSTRUCTIONS Adding Tokenization to 1023603/1023601



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## TRANSFORM® TOKENIZATION SERVICE AGREEMENT

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This TransForm® Tokenization Service Agreement (the "Agreement") is between the Merchant and Element Payment Services, Inc. with offices at 500 North Juniper Drive, Suite 100, Chandler, AZ 85226 ("EPS"). This Agreement will be effective after Merchant's execution and delivery of the Agreement to EPS and EPS's subsequent acceptance thereof (the "Effective Date"). Merchant and EPS are parties to a

Merchant Processing Agreement, or  EPS Gateway Service Agreement (choose one)

for the provision of certain payment processing services (the "Underlying Agreement"). Merchant desires to engage EPS as a solution provider to Merchant to store authorized customer billing information for recurring transactions and so, for valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

### 1.0 DEFINITIONS

The following terms when used in this Agreement will have the meanings set forth in this Section:

1.1 "Account Updater Service" means a service provided through the Associations that enables merchants to determine if a cardholder's account number has been updated by the cardholder's issuer, provided that the cardholder's issuer is a participant in the Account Updater program. The availability or functionality of the Account Updater Service may be modified by the Associations or EPS's acquiring bank upon notice to Merchant.

1.2 "Association" means Visa, Inc., MasterCard International, Inc., American Express, the Discover Network, ATM/Debit Networks, and other financial service card organizations and any successor organizations.

1.3 "Authentication Data" means the full magnetic stripe data, the CVV2/CVC2/CID and the PIN or PIN block located on credit cards and debit cards.

1.4 "Confidential Information" means any information of a party (including, without limitation, third party information) disclosed to the other party orally or in any medium, including trade secrets, technical processes and formulas, software, customer lists, pricing, unpublished financial information, business plans, projections, and marketing data, and any other information which is identified in writing as confidential to the disclosing party or a third party. Confidential Information shall not include information that (i) is known to the receiving party at the time it receives Confidential Information; (ii) has become publicly known through no wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party authorized to make such communication without restriction; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required by law to be disclosed, provided the receiving party has given the disclosing party prior written notice (unless such notice is legally prohibited) so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provision set forth in this Agreement.

1.5 "Laws" means applicable United States and foreign federal, state/provincial, or local laws, rules, regulations and pronouncements of all governmental, administrative and judicial authorities.

1.6 "PAD" means payment account data, including but not limited to credit and debit card account data, expiration month and year, cardholder name, checking account number, and customer bank routing information.

1.7 "PAI" means Payment Account Identifier. PAI is a unique identifier that is assigned by EPS that references a payment account record.

1.8 "TransForm® Tokenization Service" means the EPS service designed to move Merchant's customer cardholder data offsite to EPS's PCI DSS compliant storage facility. EPS' servers create and then return a unique PAI to the Merchant's software application. Encryption is used to protect cardholder data while in transit. Using the PAI, Merchant can bill a card on file and/or schedule automatic payments, enabling the Merchant to securely process transactions from payment account records.

1.9 "PCI DSS" means the Payment Card Industry Data Security Standards as promulgated by the PCI Security Standards Council.

1.10 "Rules" means the written regulations and procedures issued by the Associations, as amended from time to time.

### 2.0 PRICING

2.1 TransForm® Tokenization Service Storage Fees. EPS will charge Merchant monthly fees for its use of the

TransForm® Tokenization Service as set forth below. Merchant will pay EPS a fixed monthly fee per Corporate ID provided that the total PAIs stored for such ID does not exceed the PAI maximum per month (the "PAI Maximum"). Should the total PAIs stored in any month for such Corporate ID exceed the PAI Maximum, Merchant will pay an additional fee per each PAI stored per month for such ID in excess of the PAI Maximum.

Pricing Plan	Fixed Monthly Fee	PAI Maximum per Month	Additional Storage Fee per Month
Plan A	\$ 15.00	250 PAIs	\$ 0.10 /stored record

2.2 Account Updater Service Pricing.  If this box is checked then the Merchant is electing to receive the Account Updater Service and agrees to pay the pricing set forth below. Merchant may terminate receipt of the Account Updater Service at any time upon 30 days prior written notice to EPS without further liability for the Account Updater Services other than for charges incurred but unpaid as of the effective date of such termination. EPS will charge Merchant a one-time set-up fee per Merchant ID ("MID"), a fixed monthly charge per MID, and a charge per valid update for use of the Account Updater Service as set forth below:

\$ 20.00 set-up fee per MID\*                      \$ 10.00 per month per MID                      \$ 0.99 per valid update\*\*

\* Set-up fee is applied upon the start or re-start of Account Updater Service for each MID at any time during the term.

\*\* A "valid update" is defined as an update in which a match for the cardholder's account number is made and either; (i) a new account number is provided, (ii) information that the account has been closed is provided, (iii) a new expiration date is provided, or (iv) a "contact cardholder" message has been provided.

### 3.0 TERM AND TERMINATION

3.1 Term. The term of the Agreement shall begin on the Effective Date and shall be coterminous with the Underlying Agreement.

3.2 Termination. This Agreement may be terminated: (i) by either party on 30 days prior written notice of termination to the other party if the other party is in breach of a material obligation hereunder and does not cure such breach prior to the expiration of such notice period; (ii) by EPS on 30 days prior written notice to Merchant for any or no reason; or (iii) by EPS immediately (a) if Merchant is in material breach of its obligations under Sections 7.0, 8.0, 9.0 or 10.1, (b) in order to comply with applicable law or requests of governmental, administrative or judicial authorities, or (c) if EPS reasonably believes that continuing to provide the TransForm® Tokenization Service to Merchant could create a substantial economic or technical burden or material security risk for EPS.

3.3 Access to Information After Termination. Upon termination of this Agreement and within five business days of agreement between the parties on the means of transfer and after Merchant's payment of the data retrieval fee based on the number of Merchant's stored records as set forth in the table below, EPS will provide a data file including all stored records to a PCI DSS compliant facility designated by Merchant. The data retrieval fee will be calculated cumulatively so that all stored records will be billed at the same lower fee per record once a higher volume tier is reached. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in EPS's reasonable discretion. Notwithstanding the foregoing, there shall be no data retrieval fee charged to Merchant in the event of termination of this Agreement pursuant to Section 3.2(ii) or (iii)(c), or a termination by Merchant for EPS's default as set forth in Section 3.2(i) above.

STORED DATA	DATA RETRIEVAL FEE
1 - 5,000 PAI's	\$2,000 (minimum data retrieval fee)
5001 - 250,000 PAI's	\$0.40 per stored record
250,001 - 500,000 PAI's	\$0.35 per stored record
500,001 - 750,000 PAI's	\$0.25 per stored record
750,001+ PAI's	\$0.20 per stored record

### 4.0 COMMUNICATION METHODS

Merchant will establish and maintain secure data communication connections, and shall transmit data to EPS in the format required by EPS.

### 5.0 USE OF TRANSFORM® TOKENIZATION



Merchant will immediately update PAD upon additions, deletions, and changes to the underlying data. Merchant will create, delete, and query payment account records in accordance with instructions provided by EPS.

#### 6.0 USE OF ACCOUNT UPDATER

Merchant must have an existing relationship with the cardholder in order to make an inquiry using the Account Updater Service and hereby agrees to comply with the merchant requirements of the Account Updater terms of use as set forth in the Rules. The Account Updater Service may not interface with third party software or third party services, if Merchant uses third party software or a third party service to process recurring transactions then Merchant understands and agrees that Merchant may be required to make manual updates to recurring transaction information based on Account Updater Service updates.

#### 7.0 PAYMENT

EPS, or a bank acting on its behalf, periodically will debit any amounts owed by Merchant hereunder from Merchant's designated checking or savings account via the Automated Clearing House network pursuant to the authorization set forth in Section 11.0 below. EPS will charge a fee of \$25 per item for any returned ACH transactions on Merchant's designated account. In addition, EPS may terminate this Agreement, or suspend the provision of services, if Merchant fails to maintain an adequate balance in the account designated hereunder and does not make payment to EPS of any outstanding amounts within 48 hours of written or oral notice by EPS of such failure. Amounts debited by EPS hereunder shall be considered accurate and affirmed by Merchant 30 days after the date of such debit, unless Merchant notifies EPS in writing of any inaccuracy within such 30 day period. Merchant is fully responsible for and agrees to pay all taxes and other charges imposed by any government authority on the services provided under this Agreement and on any transactions processed pursuant to this Agreement, excluding any taxes based on EPS's net income.

#### 8.0 COMPLIANCE

Merchant represents, warrants and agrees that it will comply at all times with: (i) all Laws and (ii) the applicable Rules and the PCI DSS. Merchant agrees that it has reviewed and understands applicable Laws and the Rules and the PCI DSS. Merchant shall notify EPS of all third party providers used by Merchant that capture, store, transmit or process cardholder information ("*Third Party Providers*"). Merchant shall give EPS at least 90 days written notice of any changes in Third Party Providers and must ensure that all Third Party Providers are registered with the Associations.

#### 9.0 MERCHANT INFORMATION

Merchant represents and warrants to EPS that the information set forth in this Agreement and any additional information provided by Merchant for the set-up of Merchant's account, is complete and accurate. Merchant will notify EPS of any changes of ownership, regulatory actions or financial conditions that could materially affect EPS's rights under this Agreement.

#### 10.0 ADDITIONAL TERMS

**10.1 Confidentiality.** Neither party shall disclose the Confidential Information of the other party to any third party other than those consultants or agents of a party whose knowledge is necessary for the purposes of this Agreement, provided that such consultants and agents have executed a written confidentiality agreement requiring that they protect such Confidential Information which agreement is at least as protective of the Confidential Information as this provision. The parties will each be responsible for any breach of this Agreement by their consultants or agents and each party agrees to take all reasonable measures (including, but not limited to, court proceedings) to restrain its consultants or agents from disclosure or improper use of the other party's Confidential Information. The parties each agree that they and their consultants and agents shall not use the other party's Confidential Information for any purpose other than to fulfill their obligations under this Agreement. A party receiving Confidential Information agrees to protect the Confidential Information with at least the same degree of care as it exercises to protect its own confidential information of like character, but in no event less than a reasonable degree of care, except to the extent that applicable law or professional standards require a higher standard. The obligations of the parties under this section will survive termination of this Agreement for whatever reason, and will bind the parties, their successors and assigns.

**10.2 Assignment.** Merchant may not assign this Agreement without the prior written consent of EPS. EPS may assign this Agreement without Merchant's consent.

**10.3 Indemnification.** Merchant agrees to indemnify, defend and hold harmless EPS, its employees, officers, agents, shareholders, representatives and directors from any and all fines, penalties, losses, claims, expenses (including attorney fees and the allocable costs of in-house counsel), or other liabilities resulting from or in connection with; (i) Merchant's use of the TransForm® Tokenization Services, (ii) Merchant's storage of any cardholder data, or (iii) Merchant's breach of this Agreement.



10.4 Limitation of Liability. Under no circumstances shall EPS be liable to Merchant or any third party for any indirect, special, incidental, consequential, punitive, exemplary or multiple damages arising out of or related to this Agreement (including, without limitation, EPS's provision of the TransForm® Tokenization Services hereunder), regardless of the legal theory on which such claim is based (whether based in contract, tort, warranty, strict liability, negligence, or any other legal theory), even if EPS has been advised, knew, or should have known of the possibility of such damages (which include, but are not limited to, loss of profits, revenue, savings, software, data or goodwill, the claims of third parties, and/or injury to persons or property).

The parties expressly agree that the total liability of EPS under this Agreement (including, without limitation, for EPS's performance or the failure of such performance hereunder, or for any breach hereof) will be exclusively limited to an amount equal to the aggregate service fees actually received by EPS from Merchant during the one month period ending on the date on which the event giving rise to the claim for damages occurred. Merchant accepts the restrictions on its right to recover additional damages as part of its bargain with EPS, and Merchant understands and acknowledges that, without such restrictions, the consideration for the services provided hereunder would be higher.

10.5 Force Majeure. EPS shall not be liable to Merchant or any third party for any delay in or failure of its performance under this Agreement (including, without limitation, any disruption in service) resulting from any act of God, fire, flood, explosion or other natural disaster, severe weather, actions or impositions by governmental, administrative or judicial authorities, phone or Internet outages or disruptions, strike, labor dispute, vandalism, theft, riot, commotion, act of public enemies, blockage or embargo or any other cause beyond the reasonable control of EPS.

10.6 Disclaimer of Warranties. The TransForm® Tokenization Services are being provided to Merchant by EPS "as-is" and without any warranty of any kind. EPS disclaims any express or implied warranty, including but not limited to implied warranties of merchantability, non-infringement, or fitness for a particular purpose.

10.7 Notices. All notices shall be in writing and shall be deemed properly given and effective: (i) three business days after being sent by registered or certified mail, postage prepaid, return receipt requested; (ii) one business day after being sent by a nationally or internationally recognized overnight courier; or (iii) the same business day when delivered personally to the addresses listed above for the respective parties. The parties shall have the right to change their listed address by informing the other party in the same manner.

10.8 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will then be deemed modified to the extent necessary to render the remaining provisions enforceable.

10.9 No Waiver. Except as otherwise provided in this Agreement, no failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

10.10 Prevailing Party, Applicable Law and Venue. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs. Jurisdiction and venue for any claim or cause of action arising under or relating to this Agreement shall be exclusively in the state or federal courts located in Hamilton County, Ohio and this Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to Ohio's body of conflict of law provisions. The parties irrevocably consent to jurisdiction and venue in Hamilton County and waive, to the fullest extent permitted by law, any objection that they may have to this selection of venue.

10.11 Survival of Claims. Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued.

10.12 Entire Agreement, Other Matters. This Agreement contains the entire agreement of the parties and supersedes any other agreements (written or oral), instruments or writings as to its subject matter. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All sections mentioned in the Agreement reference section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. This Agreement shall not be deemed to be for the benefit of any third party.

10.13 Amendments. Except as hereinafter provided, no amendment or modification of this Agreement shall be valid unless in writing and signed by the parties. EPS may amend this Agreement to take into account changes in law or regulations, Rules or other industry mandates, to accommodate changes imposed on EPS and to make other changes

deemed necessary by EPS, provided that such changes do not materially alter the ongoing obligations of the parties, by sending Merchant written notice of such amendment.

10.14 Counterparts. This Agreement may be executed by the parties in separate counterparts and transmitted by fax or e-mail of a scanned copy, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

10.15 Survival. The rights and obligations of the parties hereunder which by their nature would continue beyond the termination or cancellation of this Agreement (including, without limitation, those relating to confidentiality, payment of charges, indemnification and limitations of liability) shall survive any termination or cancellation of this Agreement subject to the limitation set forth in Section 10.10 above.

10.16 Authority. Each party represents and warrants that it has the legal capacity and authority to enter into and perform its obligations under this Agreement and that those obligations shall be binding without the approval of any other person or entity. Each person signing this Agreement on behalf of a party represents and warrants that they have the legal capacity and authority to sign this Agreement on behalf of that party.

11.0 ACH AUTHORIZATION

Authorization is hereby given to debit the account listed below for the purpose of making payment to EPS under this Agreement and for any other amounts owed by Merchant to EPS for related equipment or services. Merchant understands and agrees that the account listed below will remain fully funded in order to satisfy ACH debits originated pursuant to the Agreement.

***THIS MUST BE ACCOMPANIED BY A PRE-PRINTED VOIDED CHECK OR BANK LETTER.***					
FINANCIAL INSTITUTION NAME Grand Rapids State Bank			NAME AS IT APPEARS ON THE ACCOUNT City of Grand Rapids		
STREET ADDRESS			CITY	STATE	ZIP CODE
CHECKING	<input checked="" type="checkbox"/>	SAVINGS	<input type="checkbox"/>	ROUTING NUMBER 091 211 170	ACCOUNT NUMBER 4110167

Should Merchant not input account information as provided above then authorization is hereby given to debit the account which Merchant has authorized for debit pursuant to Merchant's Underlying Agreement for the purpose of making payment to EPS under this Agreement.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused it to be executed, with a complete understanding of the contents hereof, on the dates set forth below.

Agreed and Accepted:

MERCHANT

ELEMENT PAYMENT SERVICES, INC.

BY \_\_\_\_\_

BY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

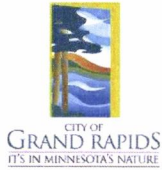
TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1228      **Version:** 1      **Name:** Human Rights Applicants  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 4/7/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Fill two vacancies on the Human Rights Commission.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Alice Moren - HR Applicant](#)  
[Charles Burress - HR Applicant](#)  
[Marta Carrigan - HR Applicant](#)  
[John Schirber - HR Applicant](#)  
[Terry Stephens - HR Applicant](#)

Date	Ver.	Action By	Action	Result
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Fill two vacancies on the Human Rights Commission.

**Background Information:**

The Human Rights Commission currently has two vacancies. One is the result of term expiration on March 1, 2015 and the other due to the resignation of Darlene Freeman, that leaves an unexpired term open through March 1, 2017. Applications have been received from the following, listed alphabetically:

Charles Burress  
Marta Carrigan  
Alice Moren  
John Schirber  
Terry Stephens

Mayor Adams has conducted interviews with each applicant and is prepared to make appointment recommendations.

**Staff Recommendation:**

Fill two vacancies on the Human Rights Commission.

**Requested City Council Action**

Appoint individuals to the Human Rights Commission, one unexpired term to expire on March 1, 2017 and one full three year term to expire on March 1, 2018.





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

RECEIVED

APR 02 2015

www.cityofgrandrapidsmn.com

420 N. Pokegama Ave  
Grand Rapids, MN 55744  
(218)326-7600  
(218)326-7608 Fax

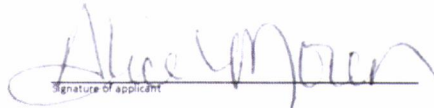
## Application for City Boards and Commissions

Please use the Supplemental Notes Page to add additional pertinent information that will not fit in the boxes provided.

**As an applicant for a City Board or Commission, your name, address and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.**

Full name: Alice Ann Moren	Date: 3/25/15
Address: 2921 DeSchepper Dr Grand Rapids, MN 55744	Phone #: (218) 259-3796
Email Address: alzeb@hotmail.com	
Board or Commission being applied for: Human Rights	
Occupation (if retired, please indicate former occupation/profession): Manager, Circles of Support KOOTASCA Community Action	
Education: A.A. ICC, Bachelor Social Work, Bemidji, Master of Arts Adlerian Counseling & Psychotherapy, Adler Graduate School	
Professional and/or community activities: A Minnesota Without Poverty Board Member 2012 – 2014 Take Action Minnesota Women in Leadership Committee 2014 Blandin Community Leadership Program Selection Committee 2014 Itasca Area Student Success Committee 2012 Circle of Healing – Blandin Foundation 2011 - ongoing follower Undoing Racism - 1998 & 2014 Blandin Community Leadership Program 2000 Leaders Partnering to End Poverty - Blandin Foundation 2010 Native American Historical Trauma Training - White Earth Tribal College - 2011	
Brief statement on qualifications: My abilities include non-profit leadership, grant writing, budget development, instructing skills development in leadership, emotional intelligence, and public speaking. Facilitating relationship development across socioeconomic class and race lines to improve conditions for the poor and benefit our community as a whole has been a major focus of my work. I have a strong history in leading programming in the community that highlights inequality and injustice along with a passion for improving conditions for the oppressed.	

Please return this form to:  
City Administration Office  
420 N Pokegama Ave.  
Grand Rapids, MN 55744

  
Signature of applicant

March 27, 2015

Grand Rapids City Administration,

Please accept my application and cover letter as submission for the position of Human Rights Commissioner with the City of Grand Rapids. As an active community resident from the Grand Rapids area, I see the work of the Human Rights Commission as vital our community.

In addition to my education, community involvement, and non-profit experience, I believe my strength is demonstrated in my passion for working with people in poverty and viewing community life, opportunities available to them, and attempts at social mobility through their lens.

Advocacy around policy issues that impact our low income residents has been a focal point of my work as well as studying our community's mindset and response to this social issue. It is understood that the work of the Human Rights Commission is broader than poverty. My work with the poor has encompassed a host of economic and social issues in which individual human rights are impacted.

I look forward to the opportunity to use my community learning and experience to give back to the broader good. Thank you for your time in considering my participation in this work.

Sincerely,

  
Alice Moren  
[alzeb@hotmail.com](mailto:alzeb@hotmail.com)  
218-259-3796



RECEIVED

MAR 3 2015

CITY OF GRAND RAPIDS  
ADMINISTRATION

www.cityofgrandrapidsmn.com

420 N. Pokegama Ave  
Grand Rapids, MN 55744  
(218)326-7600  
(218)326-7608 Fax

## Application for City Boards and Commissions

Please use the Supplemental Notes Page to add additional pertinent information that will not fit in the boxes provided.

As an applicant for a City Board or Commission, your name, address and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

Full name: <i>Charles M. Bures</i>	Date: <i>3/3/15</i>
Address: <i>115 NW 7th St. GR, MN</i>	Phone #: <i>218-344-4685</i>
Email Address: <i>chsbures@gmail.com</i>	
Board or Commission being applied for: <i>Human Rights Commission</i>	
Occupation (if retired, please indicate former occupation/profession): <i>Director of Building Maint. Sawmill Run</i>	
Education:	
Professional and/or community activities: <i>Planning Commission</i>	
Brief statement on qualifications: <i>Have been working for 25 yrs at the Sawmill Run. We have 85 to 100 employees at a given time. I have worked management positions and work with and deal with people from all walks of life. Making sure they are dealt with fairly and equally in many situations. All at dealing with guests and the public in all situations.</i>	

Please return this form to:

City Administration Office  
420 N Pokegama Ave.  
Grand Rapids, MN 55744

*Charles M. Bures*

Signature of applicant





420 N. Pokegama Ave  
Grand Rapids, MN 55744  
(218)326-7600  
(218)326-7608 Fax

www.cityofgrandrapidsmn.com

## Application for City Boards and Commissions

Please use the Supplemental Notes Page to add additional pertinent information that will not fit in the boxes provided.

As an applicant for a City Board or Commission, your name, address and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

Full name: <u>Marta Carrigan</u>	Date: <u>2/26/15</u>
Address: <u>605 NE 11<sup>th</sup> Ave GR</u>	Phone #: <u>218.244.9991</u>
Email Address: <u>martac@kootasca.org</u>	
Board or Commission being applied for: <u>Human Rights Commission</u>	
Occupation (if retired, please indicate former occupation/profession): <u>Human Resources Coordinator</u>	
Education: <u>BA in Business Administration</u>	
Professional and/or community activities: <u>Member and previous President of Grand Rapids Roller Derby Association. I frequently take advantage of community trainings and volunteer opportunities.</u>	
Brief statement on qualifications: <u>I believe strongly in the value of human rights and feel I would be a benefit to your group. (See next page)</u>	

Please return this form to:

City Administration Office  
420 N Pokegama Ave.  
Grand Rapids, MN 55744

Marta Carrigan  
signature of applicant

I currently am employed at KOOTASCA Community Action. Our agency serves many individuals in our community. I believe my knowledge in this area may be beneficial during discussions regarding our community and its members. I would greatly value the opportunity to serve as a member of this commission. Thank you for your consideration.



GRAND RAPIDS  
MICHIGAN

### APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
City Administration Office  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
218-326-7600

**Personal Information:**

Name:	John David Schirber	Date:	3/25/2015
Address:	P.O. 506 G.R. Mn.	Day Phone:	326-9762
Employer:	Expert Bldg. Services (self)	Evening Phone:	same
Occupation:	Contractor/construction	E-Mail:	biggriver@ Hotmail.com

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

- |                          |                                   |                                 |                                     |
|--------------------------|-----------------------------------|---------------------------------|-------------------------------------|
| <input type="checkbox"/> | Golf Course Board                 | Police Civil Service Commission | <input type="checkbox"/>            |
| <input type="checkbox"/> | Library Board                     | Economic Development Authority  | <input type="checkbox"/>            |
| <input type="checkbox"/> | Central School Advisory Board     | Public Utilities Commission     | <input type="checkbox"/>            |
| <input type="checkbox"/> | Housing & Redevelopment Authority | Civic Center/Park & Rec. Board  | <input type="checkbox"/>            |
| <input type="checkbox"/> | Planning Commission               | Human Rights Commission         | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | Airport Advisory Board            | Arts & Cultural Commission      | <input type="checkbox"/>            |
| <input type="checkbox"/> | Board of Appeal & Equalization    |                                 |                                     |

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?)

A.C.T. B.O.D. 2 yrs.  
Circles of Support volunteer 10 years

How did you become interested in serving on a Board or Commission?

Believe in their mission. Want to participate to make G.R. a solid community.

(over)



**Date Authorization:**

If appointed, I, John Schirber, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # 326-9762 Home email bigriver@hotmail.com  
Work address 1231 Hy. #169 Work Phone# 326-9762  
Work email N/A Cell Phone # 259-0202

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

3/25/2015  
Date

John Schirber  
Signature

420 N. Pokegama Ave  
Grand Rapids, MN 55744  
(218)326-7600  
(218)326-7608 Fax

www.cityofgrandrapidsmn.com

## Application for City Boards and Commissions

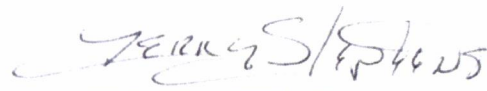
Please use the Supplemental Notes Page to add additional pertinent information that will not fit in the boxes provided.

**As an applicant for a City Board or Commission, your name, address and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.**

Full name: Terry Ree Stephens	Date: 4/3/15
Address: 36045 Little Bass Drive	Phone #: 999-7155
Email Address: gydestar@technologist.com	
Board or Commission being applied for: Human Rights Commission	
Occupation (if retired, please indicate former occupation/profession): Retired Librarian/Media Specialist @ Walker-Hackensack-Akeley High School	
Education: BS in Social Studies/English Education; MS in Library Science/Instructional Media Technology	
Professional and/or community activities: High School English/Social Studies teacher (2 years); Jr/Sr high school librarian/media specialist (30 years); GRAL Program Committee (6 years); GRAL volunteer (10 years); Grand Rapids Circle of Healing (2015) This last year I have been trying to involve myself in arenas of service where a diversity people are involved. I am member of the Baha'i Faith and am actively involved with that community, striving to foster peace and unity amongst all.	
Brief statement on qualifications: I have tried to live and act according to my beliefs out of respect for all human beings and for each person I encounter and with whom I have dealings with honesty and trustworthiness and equatibility regardless of apparent differences between us. I believe in the oneness of humankind, that no one or group is superior to nor should they be dominant over another, but that it is not enough to voice these beliefs, they must be manifested in our lives. In terms of actions I can only point to 30 years of service as a school librarian trying to serve young people as best I could according to my training and my beliefs, and what involvement in the community I have had with people of all kinds.	

Please return this form to:

City Administration Office  
420 N Pokegama Ave.  
Grand Rapids, MN 55744

  
\_\_\_\_\_  
Signature of applicant



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	15-1231	<b>Version:</b>	1	<b>Name:</b>	Designation of law firm to perform labor and employment legal services for the City of Grand Rapids.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Administration Department:</b>	Administration Department
<b>File created:</b>	4/7/2015	<b>In control:</b>		<b>City Council:</b>	City Council
<b>On agenda:</b>	4/13/2015	<b>Final action:</b>			
<b>Title:</b>	Designation of law firm to perform labor and employment legal services for the City of Grand Rapids.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Attorney RFP results</a>				

Date	Ver.	Action By	Action	Result
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Designation of law firm to perform labor and employment legal services for the City of Grand Rapids.

**Background Information:**

The City Council, at its January 26, 2015 meeting, designated City Attorney Chad Sterle, City Administrator Tom Pagel, and Human Resources Director Lynn DeGrio to be on the selection committee and make a recommendation to the City Council on an attorney to provide Labor Services. Request for Proposals were sent to twenty law firms in Bigfork, Deer River, Duluth, Grand Rapids, Virginia, and Saint Paul. The advertisement was also posted in the Grand Rapids Herald Review, on the City's website, and on the League of Minnesota Cities website. We received nine responses, all of which were qualified.

**Staff Recommendation:**

Besides the selection committee named above, we also received assistance from Police Chief Scott Johnson. The selection committee has reviewed the proposals and narrowed the list to four law firms, which were subsequently interviewed. The review committee is recommending that the Council consider offering a contract for labor and employment legal services to Abrams & Schmidt, LLC. (see attached proposed contract) for the period ending April 15, 2018, with a two-year renewal option. This recommendation is based upon the firm's fit, cost of service, and experience.

**Requested City Council Action**

Consider authorizing the Mayor, on behalf of the City, to enter into the attached legal services contract with Abrams & Schmidt LLC for labor and employment legal services for the period ending April 15, 2018, with a two-year renewal option.



## CONTRACT FOR LEGAL SERVICES

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF GRAND RAPIDS**, a municipal corporation of the State of Minnesota (hereinafter “City”), and **ABRAMS & SCHMIDT LLC** (hereinafter “Firm”).

### WITNESSETH

**WHEREAS**, City has a need for professional legal services with the training, ability, knowledge and experience possessed by the Firm; and

**WHEREAS**, City solicited proposals for civil legal services in January 2015; and

**WHEREAS**, the Firm submitted a proposal to provide legal services to City on February 20, 2015; and

**WHEREAS**, City has determined that Firm is qualified and capable of performing the legal services City does hereinafter require, under the terms and conditions set forth herein;

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

1. LEGAL SERVICES TO BE PROVIDED:

Firm will provide civil legal services to the City upon request of the City Administrator or the City Administrator’s designated representative. Services include representation on all labor relations and employment matters (e.g., interpretation of labor contracts, drafting labor contracts, labor contract negotiations, mediation, discipline and discharge proceedings, veteran’s preference, employment investigations, grievance proceedings, arbitration proceedings, unit determination proceedings, Pay Equity Act compliance, Title VII, ADA, ADEA, FMLA, FLSA, the Minnesota Human Rights Act, personnel policies and the like) in addition to related litigation not otherwise covered by insurance. Firm will also represent City on other civil legal matters as agreed upon by City and Firm where the City Attorney has a conflict of interest or where the City has chosen to seek outside legal counsel.

2. COMPENSATION:

- A. Firm shall bill City on a monthly basis, in increments of 1/10ths of an hour, itemizing in detail all work performed by Firm on behalf of City and include the following information:
- (i) Invoice date;
  - (ii) Service dates;

- (iii) Hours worked;
  - (iv) Gross/total amount;
  - (v) Firm's federal taxpayer identification number.
- B. Firm shall bill City based on a rate of \$150 per hour for all work performed with the exception of travel time, which shall be billed at the rate of \$75 per hour. These rates shall remain locked for the initial three-year term of this agreement.
  - C. City agrees to reimburse Firm for meal costs and lodging costs during travel for which supporting documentation is provided, in reasonable amounts incurred in connection with the performance of services under this agreement.
  - D. Firm will not charge City for normal operating expenses such as photocopies, long-distance telephone calls, mileage, faxes, or postage.
  - E. City agrees to pay any filing fees or miscellaneous expenses (i.e., arbitrator fees, witness fees, etc.) related to legal representation.
  - F. City will use its best effort to make payments on invoices within forty-five (45) days of their receipt, in final form.
  - G. All invoices shall be forwarded to the following address:

City of Grand Rapids Finance Dept.  
420 No. Pokegama Avenue  
Grand Rapids, MN 55744

3. TERM AND TERMINATION:

- A. This agreement shall take effect \_\_\_\_\_, 2015, and shall continue in effect through \_\_\_\_\_, 2018, unless terminated otherwise as hereinafter provided. This agreement may be extended by mutual written agreement of the parties. City shall pay Firm for all work performed prior to the date of termination based upon the payment terms of this agreement.
- B. City has the right to terminate this agreement for any of the following reasons, with termination to be effective upon thirty (30) days' written notice to Firm:
  - (i) City shall have the right to terminate this contract for convenience if City determines termination to be in its best interest.
  - (ii) City's obligation to make payments during any fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. If state and/or federal funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate this agreement.



(iii) City shall have the right to terminate this agreement for cause. If it is later determined that City erred in termination of this agreement for cause, then at the City's discretion, the agreement shall be deemed to have been terminated for convenience pursuant to paragraph 3.B.(i).

(iv) The Firm may withdraw with the City's consent or for good cause. Good cause includes City's breach of this agreement, refusal to cooperate or follow Firm's advice on a material matter, or any fact or circumstance which would render Firm's continued representation unlawful or unethical. The City may request the file at any time during or upon conclusion or after conclusion of representation. Seven years after conclusion of representation, the files may be destroyed without further notice to the City.

4. CONSULTATION: Firm shall consult with and keep the City fully informed as to the progress of all matters covered under this agreement. Firm shall consult and cooperate with, and be directly responsible to, the City Administrator. The duty of Firm shall be to advise, counsel, and recommend actions and to carry out City's directions to the best of its ability. Firm will not make any offer, settlement, or compromise without the written consent of City. Firm shall promptly furnish City with copies of all correspondence, court documents and briefs prepared in connection with the services rendered under this agreement as may be requested.
5. SUBCONTRACTING, KEY PERSONNEL AND EXPERTS: Subcontracting, assignment, or transfer of all or part of the interest of the Firm in this agreement or in the work covered by this agreement is prohibited without the prior written approval of City. In the event such consent is given, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned or transferred as fully and completely as the Firm is hereby bound and obligated. Notwithstanding the foregoing, Firm may, with the prior written approval of City, engage experts in various fields related to the subject matter of this agreement to assist Firm in the performance of its services under this agreement. The hourly rates, fees or other compensation to be paid to such experts shall also be subject to approval of the City. Approved compensation of such experts shall be included in Firm's invoices presented pursuant to the provisions of paragraph 2 of this agreement, without addition, surcharge or increase by Firm of the actual fees billed to Firm by such experts.
6. MODIFICATION OR CHANGES: Any changes to the terms of this agreement must be incorporated into a formal written amendment to this Contract, signed by both parties and executed in the same manner as this original Contract and in accordance with applicable law.
7. CONFLICT OF INTEREST: The Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by City and shall not undertake any representation that conflicts with the performance of the services or obligations under this agreement unless such conflicting representation has been fully



disclosed to and waived by the City. Any conflicting representation shall be promptly disclosed to the City Administrator, who shall determine whether such conflict is cause for termination of this agreement.

8. LICENSE TO APPEAR: Firm represents and warrants that attorneys involved in this representation are duly licensed and in good standing to practice before the judicial forum, court, board or tribunal before which they will appear or practice on behalf of the City. The Firm, subject to approval by City, may obtain a subcontractor to act as co-counsel where appearance by the City is required in a forum or jurisdiction where its attorneys are not licensed to practice; provided, however, that the Firm's use of the subcontractor is subject to Paragraph 5 of this agreement.
9. INDEPENDENT CONTRACTOR: In performing the services required by this Contract, the Firm will act as an independent contractor and not as an employee or agent of the City.
10. INTEGRATION CLAUSE: This Contract constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the City or the Firm has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions.
11. NONDISCRIMINATION/SEXUAL HARASSMENT: The Firm shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.
12. INDEMNITY: The Firm shall indemnify and defend the City from and against any and all claims, demands, actions, liabilities, losses, costs and expenses, including but not limited to reasonable attorney's and other fees, asserted by third parties ("Claims"), which Claims are caused by or arise from injuries or damages sustained by such third parties resulting or arising from any negligent act or omission or intentionally wrongful act of the Firm or any of its officers, agents, employees and/or representatives in relation to professional services provided to the City by the Firm under this contract. This indemnity provision shall not apply to Claims for which payment is available under the Firm's professional liability insurance policies.
13. INSURANCE: The Firm represents and warrants that it carries malpractice insurance in an amount usual and customary for firms of its size and practice areas, subject to normal deductibles, and covenants that it will maintain such coverage throughout its representation of the City.
14. NOTICE: Any written notice to the City under this Contract shall be deemed sufficient if delivered personally, by facsimile, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service, with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt

requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant this section: City Administrator Tom Pagel, City of Grand Rapids, 420 No. Pokegama Avenue, Grand Rapids, MN 55744.

Any written notice to the Firm under this Contract shall be deemed sufficient if delivered personally, by facsimile, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service, with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant this section: Abrams & Schmidt, 4707 Highway 61, #226, White Bear Lake, MN 55110-3227.

- 15. APPLICABLE LAW: This Contract shall be governed by and interpreted and enforced in accordance with the laws of the State of Minnesota.
- 16. 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.

IN WITNESS WHEREOF, the City of Grand Rapids and the law firm of Abrams & Schmidt have caused this Contract to be executed on the date and year first above written.

**CITY OF GRAND RAPIDS**

**ABRAMS & SCHMIDT LLC**

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

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

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

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

Firm's Name	Location	Primary Attorney	Compensation	Travel Time	Mileage	Black and white copies	Color copies	Westlaw	Long distance	Postage	Facsimile	Court costs/fees	Arbitration cost/fees	Expert costs/fees
<b>Abrams &amp; Schmidt</b>	White Bear Lake	Marylee Abrams	\$150.00 per hour	\$75.00 per hour	None	None	None	None	None	None	None	Yes	Yes	Yes
<b>Flaherty &amp; Hood</b>	Saint Paul	Brandon Fitzsimmons	\$115 per hour - 1st 25 hours, \$135 per hour thereafter	50% hourly rate	Applicable I.R.S. rate	15 cents/page	75 cents/page	As applicable to required usage	Actual cost	Actual cost		Actual cost	Actual cost	Actual cost
<b>Kennedy &amp; Graven</b>	Minneapolis	Robert A. Alsop	\$165.00 per hour	shorter of three alternatives \$115.00 per hour and \$100.00 per hour	Current IRS rate	\$ .10 per page	\$ .10 per page	\$3.00 minute	Actual cost	Actual cost		Actual cost		Yes
<b>Johnson Killen &amp; Seiler</b>	Duluth/Grand Rapids	Joseph Roby	\$230.00 per hour and \$190.00 per hour		IRS rate	None	None	None	None	None	None			
<b>Madden Galanter Hansen LLP</b>	Plymouth	all three	\$135 per hour for advice and consultation, \$145 per hour for arbitration, \$170 per hour for litigation		IRS rate	\$ .15 per copy	\$ .15 per copy		Yes		\$ .50 per page			
<b>Ratwik Roszak &amp; Maloney PA</b>	Minneapolis	Ann Goering and Tim Sullivan	\$145.00 per hour and \$130.00 per hour		IRS rate	\$0.20 per page	\$0.20 per page							
<b>Rice, Michels &amp; Walther LLP</b>	Minneapolis	Ann E. Walther, Jim Michels, and Dan Louismet	\$175/hour (negotiable)	\$250	None	Yes	Yes							





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1239      **Version:** 1      **Name:** Continue the process of filling the Facilities Maintenance Manager position.

**Type:** Agenda Item      **Status:** Administration Department

**File created:** 4/9/2015      **In control:** City Council

**On agenda:** 4/13/2015      **Final action:**

**Title:** Continue the process of filling the Facilities Maintenance Manager position.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2015 Facilities Maintenance Manager - redlined](#)  
[2015 Facilities Maintenance Manager Final Revision 3-25](#)

Date	Ver.	Action By	Action	Result
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Continue the process of filling the Facilities Maintenance Manager position.

**Background Information:**

In January 2015, City staff was authorized to begin the process of filling the Facilities Maintenance Manager position vacated when the City entered into a Phased Retirement agreement with Ron Edminster. During the process, it was determined that the revised job description was limited and therefore we didn't receive many applications.

City Administrator Tom Pagel, Public Works Director Jeff Davies, Community Development Director Rob Mattei and Human Resources Director Lynn DeGrio met to discuss additional options for filling the vacancy. It was determined through the process that there may be qualified internal and external candidates if the job description was again modified to better fit the needs of the City.

Attached is a second revision to the job description. We would like the City Council to approve the adoption of the job description and authorize City staff to post the position internally for one week. If we don't receive interest internally, we would then like to advertise the position again with the amended job description, in anticipation of receiving additional interest. We will come back to the City Council when the process is complete with a recommendation for hire.

**Staff Recommendation:**

City Administrator Tom Pagel, Public Works Director Jeff Davies, Community Development Director Rob Mattei and Human Resources Director Lynn DeGrio are recommending adopting the attached job description for the Facilities Maintenance Manager position and ask permission to continue the process of filling the vacancy.

**Requested City Council Action**

Consider adopting the 2nd revision of the Facilities Maintenance Manager job description and authorize City Staff to continue the process of filling the position.

**City of Grand Rapids  
Job Description**

**Job Title:**       **Facilities Maintenance Manager**  
**Department:**   Public Works  
**FLSA Status:**   Non-exempt  
**Approved By:**  
**Approved Date:**

**Summary:** Performs difficult skilled technical and administrative work managing, coordinating, supervising, implementing and evaluating facilities maintenance division activities, which includes planning, building construction and renovation, building maintenance and ground maintenance, and related work as apparent or assigned. Work is performed under the general direction of the Director of Public Works. Continuous supervision is exercised over all personnel within the team.

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

- -Directs and coordinates personnel and contract services in areas of planning, building construction, building maintenance and upkeep, including custodial duties. Revise and approve cost estimates, design and layout the projects involving city facilities construction, renovation and remodeling including structural and non-structural plan review. Performs field inspections of construction and remodeling work. Collaborate with all city departments for development of short and long term space needs to maintain safe, orderly and well maintained facilities.
- -Initiate and develop programs to improve cost control, scheduled maintenance, equipment history, inventory control, system and product reliability, enhancements and modifications to improve building environment. Capable of Mechanical Service and Preventative Maintenance, ~~including air handling units, pumps, motors, boilers, valves, actuators, chillers, roof tops, pneumatic systems and water treatments. Capable of electrical troubleshooting, wiring, Vfds, motors, motor starts, relay logic, schematics, conduit bending, raceway installation, wire pulling. Must be licensed to work on electrical side of all air handling and HVAC Systems.~~
- Regularly inspects all city owned and leased facilities and assess operations and maintenance needs, evaluates physical condition, status of equipment and structures, hazardous property, unsafe, or unsanitary conditions, restoration, or other appropriate needs. Maintain physical inventory of city facilities. Develop preventive maintenance program for all city owned facilities.
- Review and approve maintenance recommendations for assignment of personnel to complete work tasks and projects.
- Ensures that work place safety and environmental health standards, rules, regulations, codes, ordinances, and policies are maintained by staff, tenants, and the public.
- Evaluate the work and products of contractors and suppliers to ensure compliance with contracts, agreements, specifications, codes and ordinances. Make immediate on-the-spot corrections as necessary and directs compliance.
- Performs all the duties of Building Maintenance Position.
- Perform other work as directed by the Public Works Director.

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

- Supervise and manage problem solving as it pertains to the complexity of each building and staff. Gather and analyze information skillfully;
- Plan, organize, prioritize and delegate work activities;
- Budget administration;
- Manage all new construction, renovation and remodeling of city building projects;
- Initiate and develop cost effective contract service agreements and develop competitive pricing for supplies purchase.

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**Education and/or Experience:**

High school diploma or GED and considerable experience working in facilities maintenance, plant engineering, construction, or equivalent combination of education and experience.

~~Successful candidate shall carry at minimum a State of MN Power Limited Technician(PLT) license, and have at least 10 years experience installing, wiring, and troubleshooting Class 2 or Technology circuits and systems specifically as it applies to Temperature Control and Building Automation systems. Candidate Ability to will follow and abide by all building and electrical codes within City Buildings, the National Electrical Code (NEC), and initiate proper Electrical Inspections within City Buildings. Candidate Experienced will have in electrical troubleshooting and repair experience within HVAC Systems including listed Boilers, Air Handlers, Pumps, Exhaust Fans, and Chillers. He or she will be capable of servicing, troubleshooting, and repairing such equipment, or dispatching the proper qualified contractor when the Electrical work falls outside of what is allowed in the NEC. This person will be knowledgeable and safe while in the vicinity of electricity up through 480V, and implement safe lockout/tag-out procedures. Valid driver's license issued for the State of Minnesota.~~

**Required Experience:**

- Valid driver's license issued for the State of Minnesota
- Minnesota Certified Building Official (Ability to acquire within 6 months of hire)
- International Code Council Fire Inspector (Ability to acquire within 6 months of hire)

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**Desired Experience:**

- Energy Conservation as it applies to Building Automation, HVAC, and Lighting
- HVAC Control theory
- Access Control experience
- National Electrical Code(NEC) knowledge
- Project Management
- Honeywell WebsAX Building Automation/Facility Management Systems
- Competitive Bid process and selection
- Specification writing and interpretation
- Blueprint reading and interpretation
- General Building cleaning practices
- Knowledge of Facilities Management skills, manuals, policies, practices and techniques; Knowledge of procedures, technical skills and safety rules used in the maintenance and repair of building and structures;
- Experience in supervising the activities of others;
- Scheduling and setting priorities for work to be accomplished;



- Inspect and diagnose facilities problems;
- Interpreting and working from drawings, specifications and other technical materials;
- Working knowledge of principles and practices related to Facility Management.
- General skill operating standard tools of the trade
- General skill operating standard office equipment and related hardware and software
- General skill operating standard accounting software
- Ability to compute rates, ratios and percentages
- Ability to make arithmetic computations using whole numbers, fractions and decimals
- Ability to understand and apply governmental accounting practices in maintenance of financial records.
- Ability to negotiate and facilitate contracts for supplies or services.

**Language Skills:**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

**Mathematical Skills:**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability:**

Ability to apply common sense understanding to carry out instructions.

**Physical Demands:** This work requires the occasional exertion of up to 50 pounds of force; work frequently standing, speaking or hearing, using hands to finger, handle or feel and reaching with hands and arms and occasionally requires walking, sitting, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to the risk of electrical shock and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to outdoor weather conditions, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather) and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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

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

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

## City of Grand Rapids Job Description

**Job Title:**       **Facilities Maintenance Manager**  
**Department:**    Public Works  
**FLSA Status:**    Non-exempt  
**Approved By:**  
**Approved Date:**

**Summary:** Performs difficult skilled technical and administrative work managing, coordinating, supervising, implementing and evaluating facilities maintenance division activities, which includes planning, building construction and renovation, building maintenance and ground maintenance, and related work as apparent or assigned. Work is performed under the general direction of the Director of Public Works. Continuous supervision is exercised over all personnel within the team.

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

- Directs and coordinates personnel and contract services in areas of planning, building construction, building maintenance and upkeep, including custodial duties. Revise and approve cost estimates, design and layout the projects involving city facilities construction, renovation and remodeling including structural and non-structural plan review. Performs field inspections of construction and remodeling work. Collaborate with all city departments for development of short and long term space needs to maintain safe, orderly and well maintained facilities. Initiate and develop programs to improve cost control, scheduled maintenance, equipment history, inventory control, system and product reliability, enhancements and modifications to improve building environment. Capable of Mechanical Service and Preventative Maintenance.
- Regularly inspects all city owned and leased facilities and assess operations and maintenance needs, evaluates physical condition, status of equipment and structures, hazardous property, unsafe, or unsanitary conditions, restoration, or other appropriate needs. Maintain physical inventory of city facilities. Develop preventive maintenance program for all city owned facilities.
- Review and approve maintenance recommendations for assignment of personnel to complete work tasks and projects.
- Ensures that work place safety and environmental health standards, rules, regulations, codes, ordinances, and policies are maintained by staff, tenants, and the public.
- Evaluate the work and products of contractors and suppliers to ensure compliance with contracts, agreements, specifications, codes and ordinances. Make immediate on-the-spot corrections as necessary and directs compliance.
- Performs all the duties of Building Maintenance Position.
- Perform other work as directed by the Public Works Director.

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



- Supervise and manage problem solving as it pertains to the complexity of each building and staff. Gather and analyze information skillfully;
- Plan, organize, prioritize and delegate work activities;
- Budget administration;
- Manage all new construction, renovation and remodeling of city building projects;
- Initiate and develop cost effective contract service agreements and develop competitive pricing for supplies purchase.

**Education and/or Experience:**

High school diploma or GED and considerable experience working in facilities maintenance, plant engineering, construction or equivalent combination of education and experience.

Ability to follow and abide by all building and electrical codes within City Buildings, the National Electrical Code (NEC), and initiate proper Electrical Inspections within City Buildings. Experienced in electrical troubleshooting and repair experience within HVAC Systems

**Required Experience:**

- Valid driver's license issued for the State of Minnesota
- Minnesota Certified Building Official (Ability to acquire within 6 months of hire)
- International Code Council Fire Inspector (Ability to acquire within 6 months of hire)

**Desired Experience:**

- Energy Conservation as it applies to Building Automation, HVAC, and Lighting
- HVAC Control theory
- Access Control experience
- National Electrical Code(NEC) knowledge
- Project Management
- Competitive Bid process and selection
- Specification writing and interpretation
- Blueprint reading and interpretation
- General Building cleaning practices
- Knowledge of Facilities Management skills, manuals, policies, practices and techniques; Knowledge of procedures, technical skills and safety rules used in the maintenance and repair of building and structures;
- Experience in supervising the activities of others;
- Scheduling and setting priorities for work to be accomplished;
- Inspect and diagnose facilities problems;
- Interpreting and working from drawings, specifications and other technical materials;
- Working knowledge of principles and practices related to Facility Management.
- General skill operating standard tools of the trade
- General skill operating standard office equipment and related hardware and software
- General skill operating standard accounting software
- Ability to compute rates, ratios and percentages
- Ability to make arithmetic computations using whole numbers, fractions and decimals
- Ability to understand and apply governmental accounting practices in maintenance of financial records.
- Ability to negotiate and facilitate contracts for supplies or services.



**Language Skills:**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

**Mathematical Skills:**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**Reasoning Ability:**

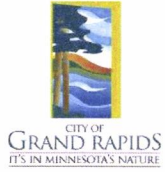
Ability to apply common sense understanding to carry out instructions.

**Physical Demands:** This work requires the occasional exertion of up to 50 pounds of force; work frequently standing, speaking or hearing, using hands to finger, handle or feel and reaching with hands and arms and occasionally requires walking, sitting, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to the risk of electrical shock and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to outdoor weather conditions, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather) and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

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

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1235      **Version:** 1      **Name:**

**Type:** Public Hearing      **Status:** Public Hearing

**File created:** 4/8/2015      **In control:** City Council

**On agenda:** 4/13/2015      **Final action:**

**Title:** Conduct a public hearing to consider approval of an amended and restated business subsidy policy

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Grand Rapids TIF-Abate-Bus Subs Policy Updated Final](#)  
[Grand Rapids TIF-Abate-Bus Subs Policy Updates Redline with GREDA edits](#)

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to consider approval of an amended and restated business subsidy policy

**Background Information:**

The Grand Rapids EDA, together with the City/GREDA economic development counsel Kennedy & Graven, Springsted and staff have developed revisions to the City's business subsidy policy, which was first adopted in 2002. The revisions address changes in business subsidy, TIF and Tax Abatement laws and modernizes and updates evaluation criteria applied to applications for business subsidies. GREDA reviewed and recommended approval of the draft amended and restated business subsidy policy at their meeting on March 26th.

**Requested City Council Action**

Conduct a public hearing to consider approval of an amended and restated business subsidy policy

*Economic Development Policies  
City of Grand Rapids, Minnesota*

*May 2002*

*Amendment Draft: April 2015*



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

*Business Subsidy  
Tax Abatement  
Tax Increment Financing*

*Prepared by:*

Springsted Incorporated  
380 Jackson Street, Suite 300

St. Paul, MN 551012



# Table of Contents

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	Page(s)
<b>CITY OF GRAND RAPIDS BUSINESS SUBSIDY POLICY .....</b>	<b>1</b>
A. Mandatory Criteria .....	1
B. Policy.....	1
C. Project Evaluation Criteria .....	2
D. Additional Considerations.....	4
E. Financial Assistance Not Considered A Business Subsidy .....	4
<b>CITY OF GRAND RAPIDS TAX ABATEMENT AND TAX INCREMENT FINANCING POLICY .....</b>	<b>7</b>
A. Purpose.....	7
B. Public Purpose Objectives.....	7
C. Policy Positions.....	8
D. Project Requirements .....	8
E. Application Process .....	9
Exhibit A: Business Assistance Application.....	10
Exhibit B: Business Assistance Review Worksheet for Commercial/Industrial Projects .....	15
Exhibit C: Business Assistance Review Worksheet for Housing Projects.....	1

## City of Grand Rapids Business Subsidy Policy

The following business subsidy criteria are intended to satisfy the requirements of Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the "Act"). The term "City" means the City of Grand Rapids. The term "project" means the proposed improvements with respect to which the business subsidy is provided.

### A. MANDATORY CRITERIA

All projects must comply with the following criteria:

1. But For Test. There is a substantial likelihood that the project would not go forward without the business subsidy. This criterion may be met based solely on representations of the recipient of the business subsidy.
2. Wage Policy. If the project results in the creation of any living wage jobs, defined as a job which pays wages and benefits that total at least 110% of the current federal poverty rate for a family of four or such greater amount as the City may require for a specific project, the living wage for each part-time and full-time job created must be paid within two years of the date assistance is received (as defined in the Act).
3. Economic Feasibility. The recipient must demonstrate to the satisfaction of the City that it has adequate financing for the project and that the project will be completed in a timely fashion.
4. Compliance with Act. The business subsidy from the City must satisfy all requirements of the Act.

### B. POLICY

1. The City recognizes that the creation of living wage jobs is a desirable goal which benefits the community. Nevertheless, not all projects assisted with subsidies derive their public purposes and importance solely by virtue of job creation. In addition, the imposition of high job creation requirements and high wage level requirements may be unrealistic and counterproductive in light of economic conditions in the Grand Rapids area and the financial and competitive circumstances of an individual business. In determining the requirements for a project under consideration for a business subsidy, the determination of the number of jobs to be created and the wage levels therefore will be guided by the following principles and criteria:
  - a. The evaluation of projects will take into consideration the project's importance in and benefit to the community from all perspectives, including created or retained jobs.
  - b. If a particular project does not involve the creation of jobs, but is nonetheless found to be worthy of support and subsidy, assistance may be approved without any specific job or wage goals, if permitted by applicable law.
  - c. In cases where the objective is the retention of existing jobs, the recipient of the subsidy will be required to provide evidence which demonstrates that the loss of those jobs is specific and demonstrable.

- d. The setting of wage and job goals will be informed by (i) prevailing wage rates, (ii) local economic conditions, (iii) external economic forces over which neither the City nor the recipient of the subsidy has control, (iv) the financial resources of the recipient and (v) the competitive environment in which the recipient's business exists.
2. Because it is not possible to anticipate all the needs and requirements of every type of project and the ever-changing needs of the community and in order to retain the flexibility necessary to respond to all proposed projects, the City retains the right to approve projects and business subsidies which may vary from the principles and criteria set forth herein.

### C. PROJECT EVALUATION CRITERIA

The project review and evaluation criteria are the following:

1. Jobs and Wages
  - a. New and Retained Jobs. The minimum net number of direct full time equivalent jobs to be created or retained by the proposed project for a period of at least two years from the estimated benefit date.
  - b. Payroll. The minimum annual net payroll (including employer contributions for health benefits) to be generated at the end of the third anniversary date of the estimated benefit date.
2. Tax Base
  - a. Increase in Tax Base. The net increase in property taxes estimated to be generated by the project in the first full year of operation.
3. Land Use
  - a. Compliance with Comprehensive or Other Plans. Whether, apart from any needed services to the community described in section 5 below, the project is more compatible with the comprehensive plan than other permitted uses for the property. For example, the project may involve a "clean" industry such as a technology or service business which is preferred over other permitted uses.
  - b. Marginal Property. Whether the project is located on property which needs but is not likely to be developed or redeveloped because of blight or other adverse conditions of the property. For example property may be so blighted that the cost of making land ready for redevelopment exceeds the property's fair market value.
  - c. Design and/or Other Amenities. Whether, as a result of the business subsidy, the project will include design and/or amenity features not otherwise required by law. For example, the project may, at the request of the City, include: public art, landscaping, open space, public trails, employee work out facilities or day care facilities which serve a public purpose but are not required by law.



4. Impact on Existing and Future Public Investment
  - a. Utilization of Existing Infrastructure Investment. Whether and to what extent (a) the project will utilize existing public infrastructure capacity and (b) the project will require additional publicly funded infrastructure investments.
  - b. Direct Monetary Return on Public Investment. Arrangements made or to be made for the City to receive a direct monetary return on its investment in the project. For example, the business subsidy may be in the form of an interest bearing loan or may involve a project sharing arrangement.
5. Economic Development
  - a. Leveraged Funds. For every dollar of business subsidy to be provided for the project, the minimum amount of private funds which will be applied towards the capital cost of the project.
  - b. Spin Off Development. The amount of non-subsidized development the project is expected to generate in the surrounding area and the need for and likelihood of such spin off development.
  - c. Growth Potential. Based on recipient's market studies and plans for expansion, whether and to what extent the project is expected within five years of its completion, be expanded to produce a net increase of full time equivalent jobs and of payroll, over and above the minimum net increase in jobs and payroll described in section 1 above.
6. Quality of Life
  - a. Community Services. Whether the project will provide services in the community and the need for such services. For example, the project may provide health services, retail convenience services such as a nearby grocery store, or social services needed in the community.
  - b. Natural Environment. Whether the project will add to, or detract from, the environment. The natural environment surrounding our community plays an integral part in the local tourist and forest based economy. It is a reflection of what is important to the community - clean air and water, beautiful scenery, recreational opportunities, and a strong desire to pass along these attributes to future generations.
7. Other
  - a. Other Factors. Depending on the nature of the project, such other factors as the City may deem relevant in evaluating the project and the business subsidy proposed for it.

**D. ADDITIONAL CONSIDERATIONS**

The City will give consideration to one or more of the issues listed below in determining whether to provide financial or other assistance to a project as a business subsidy:

1. The City may consider the requirements of any other business subsidy received, or to be received, from a grantor other than the City.
2. If the business subsidy is a guaranty, the amount of the business subsidy may be valued at the principal amount of the guaranteed payment obligation.
3. If the business subsidy is real or personal property, the amount of the subsidy will be the fair market value of the property as determined by the City.
4. If the business subsidy is received over time, the City may value the subsidy at its present value using a discount rate equal to an interest rate which the City determines is fair and reasonable under the circumstances.

As used herein "benefit date" means the date the business subsidy is received. If the business subsidy involves the purchase, lease, or donation of physical equipment, then the benefit date occurs when the recipient puts the equipment into service. If the business subsidy is for improvements to property, then the benefit date refers to the earliest date of either: when the improvements are finished for the entire project, or when a business occupies the property.

**E. FINANCIAL ASSISTANCE NOT CONSIDERED A BUSINESS SUBSIDY**

"Business subsidy" means a local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.

The following forms of financial assistance are not a business subsidy that would require a public hearing as per Minnesota Statutes, §§116J.993, Subd.3:

1. A business subsidy of less than \$150,000;
2. Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
3. Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
4. Redevelopment property polluted by contaminants as defined in section [116J.552](#), subdivision 3;
5. Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance



- provided for designated historic preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost;
6. Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
  7. Assistance for housing;
  8. Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under section [469.174](#), subdivision 23;
  9. Assistance for energy conservation;
  10. Tax reductions resulting from conformity with federal tax law;
  11. Workers' compensation and unemployment compensation;
  12. Benefits derived from regulation;
  13. Indirect benefits derived from assistance to educational institutions;
  14. Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
  15. Assistance for a collaboration between a Minnesota higher education institution and a business;
  16. Assistance for a tax increment financing soils condition district as defined under section [469.174](#), subdivision 19;
  17. Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
  18. General changes in tax increment financing law and other general tax law changes of a principally technical nature;
  19. Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
  20. Funds from dock and wharf bonds issued by a seaway port authority;
  21. Business loans and loan guarantees of \$75,000 or less; and
  22. Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
  23. Property tax abatements granted under section 469.1813 to property that is subject to valuation under Minnesota Rules, chapter 8100.

Notwithstanding the definitions listed above under 1 and 21, "business subsidies" as defined also includes the following forms of financial assistance and is subject to this policy, with the exception of a public hearing as the amount of assistance is less than \$150,000, with limited reporting forms required:

1. a business subsidy of \$25,000 or more; and



2. business loans and guarantees of \$75,000 or more.

The definition of a "business subsidy" is in compliance with the Act and is subject to any amendments that may occur.

Adopted by: \_\_\_\_\_

Date of Adoption: \_\_\_\_\_

Date of Public Hearing: \_\_\_\_\_

## City of Grand Rapids Tax Abatement and Tax Increment Financing Policy

### A. PURPOSE

The purpose of this policy is to establish the City's position relative to the use of Tax Abatement and Tax Increment Financing (TIF), also referred to in this document as the *business assistance programs*, or *business assistance*. This policy shall be used as a guide in the processing and review of applications requesting the use of Tax Abatement and Tax Increment Financing. It is the expressed intent of the City to minimize the risk and amount of business assistance to a project and to leverage its public dollars to maximize private sector funding.

The City is granted the power to utilize the business assistance programs by Minnesota Statutes, Sections 469.1812 through 469.1815 and Sections 469.174 through 469.1794, as amended. The fundamental purpose of the business assistance programs is to encourage desirable private development or redevelopment within the City that would not occur *but for* the assistance provided.

The City will approve or reject requests for business assistance on a case by case basis taking into consideration established policies, project criteria, and the project's demonstrated public purpose. Meeting all policy criteria does not guarantee approval of the requested business assistance. The City maintains its ability to approve or deny the request at its discretion.

### B. PUBLIC PURPOSE OBJECTIVES

The City will consider the use of business assistance programs which demonstrate the achievement of one or more of the following public purpose objectives:

1. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
2. To enhance and/or diversify the City's economic base.
3. To encourage additional unsubsidized private (re)development.
4. To remove blight and/or encourage (re)development of commercial and industrial areas.
5. To create housing opportunities for senior and low to moderate income families.
6. To provide a diversity of housing types adjacent to cultural, recreational, economic, natural, education and transportation systems.

7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
8. To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.

**C. POLICY POSITIONS**

1. Business assistance shall be provided primarily through pay-as-you-go financing in order to minimize the risk of public participation.
2. Business assistance requests for up-front project financing through the sale of bonds or other internal sources will require personal guarantees of the developer. These requests shall be addressed on a case by case basis and be limited to the following highest priority projects:
  - Projects related to redevelopment of the Central Business District.
  - Projects which will remediate environmentally contaminated sites where such costs exceed the fair market value of the property.
3. Business assistance shall not be provided for projects without a minimum developer equity injection of 10%.
4. Business assistance shall only be provided for projects with a demonstrated market demand.
5. Business assistance shall not be provided in cases where it would create an unfair competitive advantage for the assisted project(s).
6. Business assistance shall not be provided to developers/projects that cannot adequately demonstrate an ability to complete the proposed project on time and on budget.

**D. PROJECT REQUIREMENTS**

All projects requesting business assistance must demonstrate the following:

1. That the project is not financially feasible but for the use of Tax Abatement or Tax Increment Financing.
2. That the project will comply with all provisions set forth in Minnesota Statute chapters 116J.993 through 116J.995, as amended (Business Subsidies), if applicable.
3. That the business assistance request complies with all provisions set forth in Minnesota Statutes, Sections 469.1812 through 469.1815 as amended (Tax Abatement), or Sections 469.174



through 469.1794 as amended (Tax Increment Financing), as applicable.

4. That the project is consistent with the City's comprehensive plan, land use plan, and zoning ordinances.

#### **E. APPLICATION PROCESS**

1. Applicant submits a Business Assistance Application (Exhibit A) to the Community Development Office of the City.
2. Staff reviews the application and completes the Application Review Worksheet (Exhibit B/C).
3. Staff submits results of the Worksheet for review by the EDA (commercial/industrial project), or the HRA (housing project), or both if appropriate for a mixed use project.
4. EDA and/or HRA review proposal, provide comments, and make an advisory recommendation to the City Council on denial or approval of the request within 30 days.
5. If advisory approval is granted, staff prepares all necessary notices, resolutions and certificates.
6. City Council holds public hearing(s) on the proposed project to consider the advisory recommendation(s).
7. The City Council grants final approval or denies the request.

EXHIBIT A
BUSINESS ASSISTANCE APPLICATION

A. APPLICANT INFORMATION

Name of Corporation/Partnership
Address
Primary Contact
Address
Phone Fax E-mail

Type of business assistance requested (select one):

- Tax Abatement
Tax Increment Financing

Have you been, or are you currently, involved in any bankruptcy proceedings or lawsuits related to other development projects with which you have been involved? If yes, please provide an explanation.

- Yes
No

On a separate sheet, please provide the following:

- Brief description of the corporation/partnership's business, including history, principal product or service, etc. Attach as Part 1.
List names of officers and shareholders/partners with more than five percent (5%) interest in the corporation/partnership. Attach as Part 2.
Brief description of the proposed project. Attach as Part 3.
A but for analysis and narrative. Attach as Part 4.

Attorney Name
Address
Phone Fax E-mail

Contractor Name
Address
Phone Fax E-mail

Engineer Name
Address
Phone Fax E-mail

Architect Name
Address
Phone Fax E-mail

**B. PROJECT INFORMATION**

1. The project will be: (Check all that apply)

- Industrial: (  New Construction     Redevelopment/Rehab     Expansion )
- Office/research facility: (  New Construction     Redevelopment/Rehab     Expansion )
- Commercial: (  New Construction     Redevelopment/Rehab     Expansion )
- Housing: (  New Construction     Redevelopment/Rehab     Expansion )
- Other \_\_\_\_\_

2. The project will be:     Owner Occupied                     Leased Space

- If leased space, please attach a list of names and addresses of future tenants and indicate the status of commitments or lease agreements. **Attach as Part 5.**

3. Project Address \_\_\_\_\_

- Include Legal Description and PID number(s). **Attach as Part 6.**

4. Site Plan Attached:     Yes             No

5. Current Real Estate Taxes on Project Site:\$\_\_\_\_\_

6. Estimated Real Estate Taxes Upon Completion:	Phase I	\$ _____
	Phase II	\$ _____
	Phase III	\$ _____
	<b>Total:</b>	\$ _____

7. Construction Start Date: \_\_\_\_\_

8. Construction Completion Date: \_\_\_\_\_

If Phased Project:    \_\_\_\_\_ % Completed in \_\_\_\_\_ years  
                                   \_\_\_\_\_ % Completed in \_\_\_\_\_ years  
                                   \_\_\_\_\_ % Completed in \_\_\_\_\_ years



**C. PUBLIC PURPOSE OBJECTIVES**

It is the policy of the City of Grand Rapids that the business assistance should result in a public benefit as identified in items 1-7 below. Please indicate how the proposed project will accomplish this by checking the appropriate boxes. **Attach additional narrative as Part 7.**

- 1. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits
- 2. To enhance and/or diversify the City's economic base.
- 3. To encourage additional unsubsidized private (re)development.
- 4. To remove blight and/or encourage (re)development of commercial and industrial areas.
- 5. To create housing opportunities for senior and low to moderate income families.
- 6. To provide a diversity of housing types adjacent to cultural, recreational, economic, natural, education and transportation systems
- 7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 8. To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.

**D. SOURCES & USES OF FUNDS**

**Attach additional information as Part 8**

<u>SOURCES</u>	<u>AMOUNT</u>
Bank Loan	\$ _____
Other Loans	\$ _____
Owner Equity	\$ _____
Fed Grant/Loan	\$ _____
State Grant/Loan	\$ _____
Tax Abatement	\$ _____
Tax Increment Financing	\$ _____
Industrial Development Bonds	\$ _____
Other	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

<u>USES</u>		<u>AMOUNT</u>
Land Acquisition	\$	_____
Site Development	\$	_____
Construction	\$	_____
Machinery & Equipment	\$	_____
Architectural/Engineering Fees	\$	_____
Debt Service Reserve	\$	_____
Contingencies	\$	_____
Other	\$	_____
<b>TOTAL</b>	<b>\$</b>	_____

Total Amount of business assistance requested from either Abatement or Tax Increment

Financing: \$ \_\_\_\_\_

**E. ADDITIONAL DOCUMENTATION AND CHECKLIST**

Applicants will also be required to provide the following documentation.  
All personal financial information will be kept private and confidential.

- 1. Written business plan or a description of the business, ownership/ management, date established, products and services, and future plans.
- 2. Financial statements for past two years, including profit and loss statements and balance sheets.
- 3. Two year financial projections, or if housing project, or leased space, include a 10-year operating pro-forma.
- 4. Personal financial statements of all major shareholders (principals) including the most recent 2 years of tax returns.
- 5. Letter of commitment from other sources of financing, stating terms and conditions of their participation in the project.
- 6. Administrative fee of \$5,000. In addition to defraying the cost of staff time, the fee will be used to pay costs associated with processing this request for financial assistance such as legal, engineering and financial analysis. The City reserves the right to stop the processing of the request until additional fees are paid should the original amount be insufficient to pay such costs. That portion which remains unspent, if any, will be returned only if the project is denied approval.
- 7. Attach the following documentation:
  - \_\_\_\_\_ Part 1 – Corporation/Partnership Description
  - \_\_\_\_\_ Part 2 – List of Shareholders/Partners
  - \_\_\_\_\_ Part 3 – Description of Project
  - \_\_\_\_\_ Part 4 – *But For* Analysis
  - \_\_\_\_\_ Part 5 – List of Prospective Lessees
  - \_\_\_\_\_ Part 6 – Legal Description, Property Identification Numbers, maps of the project area, and project renderings
  - \_\_\_\_\_ Part 7 – Public Purpose Narrative
  - \_\_\_\_\_ Part 8 – Sources & Uses of Funds – Additional Information

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned’s knowledge. The undersigned authorizes the City of Grand Rapids to check credit references, verify financial and other information, and share this information with other political subdivisions as needed. The undersigned also agrees to provide any additional information as may be requested by the City after the filing of this application.

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_



**EXHIBIT B**  
**BUSINESS ASSISTANCE REVIEW WORKSHEET**  
**FOR COMMERCIAL/INDUSTRIAL PROJECTS**  
TO BE COMPLETED BY APPLICANT AND CITY STAFF

**A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy:**

**(Each worth 2 Points)**

**Points:** \_\_\_\_\_

- 1. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits
- 2. To enhance and/or diversify the City's economic base.
- 3. To encourage additional unsubsidized private (re)development.
- 4. To remove blight and/or encourage (re)development of commercial and industrial areas.
- 5. To create housing opportunities for senior and low to moderate income families.
- 6. To provide a diversity of housing types adjacent to cultural, recreational, economic, natural, education and transportation systems
- 7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 8. To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.

**B. Ratio of Private to Public Investment in Project:**

**Points:** \_\_\_\_\_

\$ _____	Private Investment	5:1	5
\$ _____	Public Investment (Including other public sources)	4:1	4
_____	<b>Ratio Private : Public Financing</b>	3:1	3
		2:1	2
		Less than 2:1	1

**C. Job Creation:**

**Points:** \_\_\_\_\_

Net <i>new</i> living wage jobs (total FTE)	50+	5
	40+	4
	25+	3
	15+	2
	Less than 15	1

<b>D. Job Retention:</b>	<b>Points:</b>	
_____ Net living wage jobs retained (total FTE)	50+	4
	25+	3
	10+	2
	Less than 10	1

<b>E. Project Investment:</b>	<b>Points:</b>	
_____ Value of Capital Investment (future taxable)	Over \$2 million	5
	\$1 - \$2 million	4
	\$0.5 - \$1million	3
	\$0.1 – \$0.5 million	2
	Less than \$0.1 million	1

<b>F. Wage Level of Jobs Created:</b>	<b>Points:</b>	
Average hourly wage (including non-mandated benefits) of <i>new</i> living wage jobs _____	Over \$22/hour	5
	\$20-22/hour	4
	\$16-19/hour	3
	\$13-15/hour	2
	Under \$13/hour	1

<b>G. Ratio Of Business Assistance To New Jobs Created:</b>	<b>Points:</b>	
\$ _____ Business assistance requested	\$10,000 or less	5
_____ Number of net <i>new</i> jobs created	\$10,000 or less	4
\$ _____ of business assist. per net <i>new</i> job created	\$15,000 or less	3
	\$25,000 or less	2
	Over \$50,000	1

<b>H. Project size:</b>	<b>Points:</b>	
The project will result in the construction of _____ square feet	50,000+	5
	30,000+	4
	15,000+	3
	5,000+	2
	5,000 or less	1

<b>I. Business Growth Potential:</b>	<b>Points:</b>	
_____ High		5
_____ Moderate		3
_____ Low		1

**J. Likelihood that the project will result in unsubsidized, spin-off development:**

- \_\_\_\_\_ High
- \_\_\_\_\_ Moderate
- \_\_\_\_\_ Low

**Points:** \_\_\_\_\_  
 \_\_\_\_\_ 5  
 \_\_\_\_\_ 3  
 \_\_\_\_\_ 1

**K. Impact on tax rate? All things being equal, how much would the City's tax rate hypothetically increase if the project were to proceed with the requested business assistance?**

- .01%-.02%
- .03%-.04%
- .05%-.06%
- .07%-.09%
- .10%-.12%

**Points:** \_\_\_\_\_  
 \_\_\_\_\_ 5  
 \_\_\_\_\_ 4  
 \_\_\_\_\_ 3  
 \_\_\_\_\_ 2  
 \_\_\_\_\_ 1

**Sub-Total Points \_\_\_\_\_ of a possible 65 points.**

**Bonus Points**

The project will be 100% *pay-as-you-go* financing

**Bonus Points:**

\_\_\_\_\_ 5  
 \_\_\_\_\_  
 \_\_\_\_\_ 5  
 \_\_\_\_\_

If the business has demonstrated a clear and ongoing commitment to the City of Grand Rapids community by providing living wage jobs to their employees and City of Grand Rapids residents.

**Total Points:** \_\_\_\_\_

Overall project analysis: High 51 - 75 points  
 Moderate 31 - 50 points  
 Low 21 - 30 points  
 Not Eligible 0 - 20 points



**EXHIBIT C**  
**BUSINESS ASSISTANCE REVIEW WORKSHEET**  
**FOR HOUSING PROJECTS**

TO BE COMPLETED BY APPLICANT AND CITY STAFF

**A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy:** **Points:** \_\_\_\_\_  
**(Each worth 2 Points)**

- 1. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits
- 2. To enhance and/or diversify the City's economic base.
- 3. To encourage additional unsubsidized private (re)development.
- 4. To remove blight and/or encourage (re)development of commercial and industrial areas.
- 5. To create housing opportunities for senior and low to moderate income families.
- 6. To provide a diversity of housing types adjacent to cultural, recreational, economic, natural, education and transportation systems
- 7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 8. To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.

**B. Ratio of Private to Public Investment in Project:** **Points:** \_\_\_\_\_

\$ _____	Private Investment	5:1 <u>5</u>
\$ _____	Public Investment	4:1 <u>4</u>
_____	<b>Ratio Private : Public Financing</b>	3:1 <u>3</u>
		2:1 <u>2</u>
		Less than 2:1 <u>1</u>

**C. Project provides housing that is not restricted to persons 55 years and older:** **Points:** \_\_\_\_\_  
3

**D. Project provides that at least 30% of the total units are three-bedroom or more:** **Points:** \_\_\_\_\_  
3

**E. Project proposes rehabilitation of existing housing, housing stock, and maximizes utilization of existing infrastructure:** **Points:** \_\_\_\_\_  
5

**F. Project proposes a location near existing jobs, transportation, recreation, retail services, social services, and schools:** **Points:** \_\_\_\_\_  
5

**G. Project size:** **Points:** \_\_\_\_\_  
 The project will result in the construction of \_\_\_\_\_ square feet 40,000+ 5  
30,000+ 3  
20,000+ 3  
10,000+ 2  
10,000 or less 1

**H. Likelihood that the project will result in unsubsidized, spin-off development:** **Points:** \_\_\_\_\_  
 \_\_\_\_\_ High 3  
 \_\_\_\_\_ Moderate 2  
 \_\_\_\_\_ Low 1

**I. Impact on tax rate? All things being equal, how much would the City's tax rate hypothetically increase if the project were to proceed with the requested business assistance?** **Points:** \_\_\_\_\_

<input type="checkbox"/>	.01%-.02%	5
<input type="checkbox"/>	.03%-.04%	4
<input type="checkbox"/>	.05%-.06%	3
<input type="checkbox"/>	.07%-.09%	2
<input type="checkbox"/>	.10%-.12%	1

**Sub-Total Points** \_\_\_\_\_ **of a possible 50 points.**

**Bonus Points** **Bonus Points:** \_\_\_\_\_  
 The project will be 100% *pay-as-you-go* financing 5

**Total Points:** \_\_\_\_\_  
 Overall project analysis: High 45 - 55 points  
 Moderate 30 - 44 points  
 Low 15 - 29 points  
 Not Eligible 0 - 14 points

*Economic Development Policies*  
*City of Grand Rapids, Minnesota*

May 2002

Amendment Draft: April 2015



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

*Business Subsidy*  
*Tax Abatement*  
*Tax Increment Financing*

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# Table of Contents

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	Page(s)
<b>CITY OF GRAND RAPIDS BUSINESS SUBSIDY POLICY</b> .....	<b>1</b>
A. Mandatory Criteria .....	1
B. Policy .....	1
C. Project Evaluation Criteria .....	2
D. Additional Considerations .....	<del>5554</del>
E. Financial Assistance Not Considered A Business Subsidy .....	<del>5554</del>
<b>CITY OF GRAND RAPIDS TAX ABATEMENT AND TAX INCREMENT FINANCING POLICY</b> <del>88876</del>	
A. Purpose .....	<del>88876</del>
B. Public Purpose Objectives .....	<del>88876</del>
C. Policy Positions .....	<del>99987</del>
D. Project Requirements .....	<del>1010108</del>
E. Application Process .....	<del>10101098</del>
Exhibit A: Business Assistance Application .....	<del>111111109</del>
Exhibit B: Business Assistance Review Worksheet for Commercial/Industrial Projects	<del>1616161514</del>
Exhibit C: Business Assistance Review Worksheet for Housing Projects .....	<del>2020201817</del>

## ATTACHMENTS

- A. Tax Abatement Statute—2001
- B. Tax Increment Financing Statute—2001
- C. Business Subsidy Statute—2001
- D. Sample Business Subsidy Agreement
- E. Business Subsidy Reporting Forms—2002

## City of Grand Rapids Business Subsidy Policy

The following business subsidy criteria are intended to satisfy the requirements of Minnesota Statutes, ~~Sections~~ 116J.993 through 116J.995, ~~as amended~~ (the "Act"). The term "City" means the City of Grand Rapids. The term "project" means the ~~property proposed improvements~~ with respect to which the business subsidy is provided.

### A. MANDATORY CRITERIA

All projects must comply with the following criteria:

1. But For Test. There is a substantial likelihood that the project would not go forward without the business subsidy. This criterion may be met based solely on representations of the recipient of the business subsidy.
2. Wage Policy. If the project results in the creation of any living wage jobs, defined as a job which pays wages and benefits that total at least 110% of the current federal poverty rate for a family of four or such greater amount as the City may require for a specific project, ~~the~~ the living wage for each part-time and full-time job created must be paid within two years of the date assistance is received (as defined in the Act), ~~at least equal to 75% of the most recent average weekly wage figures for Itasca County as published by the Minnesota Department of Economic Security or the Federal Bureau of Labor Statistics or such greater amount as the City may require for a specific project.~~
3. Economic Feasibility. The recipient must demonstrate to the satisfaction of the City that it has adequate financing for the project and that the project will be completed in a timely fashion.
4. Compliance with Act. The business subsidy from the City must satisfy all requirements of the Act.

### B. POLICY

1. The City recognizes that the creation of ~~good-paying~~ living wage jobs is a desirable goal which benefits the community. Nevertheless, not all projects assisted with subsidies derive their public purposes and importance solely by virtue of job creation. In addition, the imposition of high job creation requirements and high wage level requirements may be unrealistic and ~~counter-productive~~ counterproductive in light of economic conditions in the Grand Rapids area the face of larger economic forces of influence and the financial and competitive circumstances of an individual business. In determining the requirements for a project under consideration for a business subsidy, the determination of the number of jobs to be created and the wage levels therefore will be guided by the following principles and criteria:
  - a. The evaluation of projects will take into consideration the project's importance in and benefit to the community from all perspectives, including created or retained jobs.
  - b. If a particular project does not involve the creation of jobs, but is nonetheless found to be worthy of support and subsidy, assistance may be approved without any specific job or wage goals, if permitted by applicable law.



- c. In cases where the objective is the retention of existing jobs, the recipient of the subsidy will be required to provide evidence which demonstrates that the loss of those jobs is specific and demonstrable.
  - d. The setting of wage and job goals will be informed by (i) prevailing wage rates, (ii) local economic conditions, (iii) external economic forces over which neither the City nor the recipient of the subsidy has control, (iv) the financial resources of the recipient and (v) the competitive environment in which the recipient's business exists.
2. Because it is not possible to anticipate all the needs and requirements of every type of project and the ever-changing needs of the community and in order to retain the flexibility necessary to respond to all proposed projects, the City retains the right to approve projects and business subsidies which may vary from the principles and criteria set forth herein.

**C. PROJECT EVALUATION CRITERIA**

The project review and evaluation criteria are the following:

- 1. Jobs and Wages
  - a. New and Retained Jobs. The minimum net number of direct full time equivalent jobs to be created or retained by the proposed project for a period of at least two years from the estimated benefit date.
  - b. Payroll. The minimum annual net payroll (including employer contributions for health benefits) to be generated at the end of the third anniversary date of the estimated benefit date.
- 2. Tax Base
  - a. Increase in Tax Base. The net increase in property taxes estimated to be generated by the project in the first full year of operation.
- 3. Land Use
  - a. Compliance with Comprehensive or Other Plans. Whether, apart from any needed services to the community described in section 5 below, the project is more compatible with the comprehensive plan than other permitted uses for the property. For example, the project may involve a "clean" industry such as a technology or service business which is preferred over other permitted uses.
  - b. Marginal Property. Whether the project is located on property which needs but is not likely to be developed or redeveloped because of blight or other adverse conditions of the property. For example property may be so blighted that the cost of making land ready for redevelopment exceeds the property's fair market value.
  - c. Design and/or Other Amenities. Whether, as a result of the business subsidy, the project will include design and/or amenity features not otherwise required by law. For example, the project may, at the request of the City, include: public art, landscaping,

open space, public trails, employee work out facilities or day care facilities which serve a public purpose but are not required by law.

4. Impact on Existing and Future Public Investment
  - a. Utilization of Existing Infrastructure Investment. Whether and to what extent (a) the project will utilize existing public infrastructure capacity and (b) the project will require additional publicly funded infrastructure investments.
  - b. Direct Monetary Return on Public Investment. Arrangements made or to be made for the City to receive a direct monetary return on its investment in the project. For example, the business subsidy may be in the form of an interest bearing loan or may involve a project sharing arrangement.
5. Economic Development
  - a. Leveraged Funds. For every dollar of business subsidy to be provided for the project, the minimum amount of private funds which will be applied towards the capital cost of the project.
  - b. Spin Off Development. The ~~dollar~~ amount of non-subsidized development the project is expected to generate in the surrounding area and the need for and likelihood of such spin off development.
  - c. Growth Potential. Based on recipient's market studies and plans for expansion, whether and to what extent the project is expected within five years of its completion, be expanded to produce a net increase of full time equivalent jobs and of payroll, over and above the minimum net increase in jobs and payroll described in section 1 above.
6. Quality of Life
  - a. Community Services. Whether the project will provide services in the community and the need for such services. For example, the project may provide health services, retail convenience services such as a nearby grocery store, or social services needed in the community.
  - b. Natural Environment. Whether the project will add to, or detract from, the environment. The natural environment surrounding our community plays an integral part in the local tourist and forest based economy. It is a reflection of what is important to the community - clean air and water, beautiful scenery, recreational opportunities, and a strong desire to pass along these attributes to future generations.
7. Other
  - a. Other Factors. Depending on the nature of the project, such other factors as the City may deem relevant in evaluating the project and the business subsidy proposed for it.



**D. ADDITIONAL CONSIDERATIONS**

The City will give consideration to one or more of the issues listed below in determining whether to provide financial or other assistance to a project as a business subsidy:

1. The City may consider the requirements of any other business subsidy received, or to be received, from a grantor other than the City.
2. If the business subsidy is a guaranty, the amount of the business subsidy may be valued at the principal amount of the guaranteed payment obligation.
3. If the business subsidy is real or personal property, the amount of the subsidy will be the fair market value of the property as determined by the City.
4. If the business subsidy is received over time, the City may value the subsidy at its present value using a discount rate equal to an interest rate which the City determines is fair and reasonable under the circumstances.

As used herein "benefit date" means the date the business subsidy is received. If the business subsidy involves the purchase, lease, or donation of physical equipment, then the benefit date occurs when the recipient puts the equipment into service. If the business subsidy is for improvements to property, then the benefit date refers to the earliest date of either: when the improvements are finished for the entire project, or when a business occupies the property.

**E. FINANCIAL ASSISTANCE NOT CONSIDERED A BUSINESS SUBSIDY**

"Business subsidy" means a local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.

The following forms of financial assistance are not a business subsidy that would require a public hearing as per Minnesota Statutes, §§116J.993, Subd. 3:

1. A business subsidy of less than \$25150,000;
2. Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
3. Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
4. Redevelopment property polluted by contaminants as defined in section 116J.552, subdivision 3;

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5. Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50 percent of the total cost;
6. Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
7. Assistance for housing;
8. Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under section [469.174](#), subdivision 23;
9. Assistance for energy conservation;
10. Tax reductions resulting from conformity with federal tax law;
11. Workers' compensation and unemployment compensation;
12. Benefits derived from regulation;
13. Indirect benefits derived from assistance to educational institutions;
14. Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
15. Assistance for a collaboration between a Minnesota higher education institution and a business;
16. Assistance for a tax increment financing soils condition district as defined under section [469.174](#), subdivision 19;
17. Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
18. General changes in tax increment financing law and other general tax law changes of a principally technical nature;
19. Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
20. Funds from dock and wharf bonds issued by a seaway port authority;
21. Business loans and loan guarantees of \$75,000 or less; and
22. Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; [and](#)
- [23. Property tax abatements granted under section 469.1813 to property that is subject to valuation under Minnesota Rules, chapter 8100.](#)
- [22.](#)

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Notwithstanding the definitions listed above under 1 and 21, "business subsidies" as defined also includes the following forms of financial assistance and is subject to this policy, with the exception of a public hearing as the amount of assistance is less than \$150,000, with limited reporting forms required:

- 1. a business subsidy of \$25,000 or more; and
- 2. business loans and guarantees of \$75,000 or more.

The definition of a "business subsidy" is in compliance with the Act and is subject to any amendments that may occur.

Adopted by: \_\_\_\_\_  
Date of Adoption: \_\_\_\_\_  
Date of Public Hearing: \_\_\_\_\_

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## City of Grand Rapids Tax Abatement and Tax Increment Financing Policy

### A. PURPOSE

The purpose of this policy is to establish the City's position relative to the use of Tax Abatement and Tax Increment Financing (TIF), also referred to in this document as the *business assistance programs*, or *business assistance*. This policy shall be used as a guide in the processing and review of applications requesting the use of Tax Abatement and Tax Increment Financing. It is the expressed intent of the City to minimize the risk and amount of business assistance to a project and to leverage its public dollars to maximize private sector funding.

The City is granted the power to utilize the business assistance programs by Minnesota Statutes, ~~Sections 2001 chapters~~ 469.1812 through 469.1815 and ~~Sections chapters~~ 469.174 through 469.179~~49~~, as amended. The fundamental purpose of the business assistance programs is to encourage desirable private development or redevelopment within the City that would not occur *but for* the assistance provided.

The City will approve or reject requests for business assistance on a case by case basis taking into consideration established policies, project criteria, and the project's demonstrated public purpose. Meeting all policy criteria does not guarantee approval of the requested business assistance. The City maintains its ability to approve or deny the request at its discretion.

### B. PUBLIC PURPOSE OBJECTIVES

The City will consider the use of business assistance programs which demonstrate the achievement of one or more of the following public purpose objectives:

- ~~1. To encourage redevelopment within the Central Business District.~~
- 2-1. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- 3-2. To enhance and/or diversify the City's economic base.
- 4-3. To encourage additional unsubsidized private (re)development.
- 5-4. To remove blight and/or encourage (re)development of commercial and industrial areas.
- 6-5. To create housing opportunities for senior and low to moderate income families.
- 7-6. To provide a diversity of housing types adjacent to ~~the Central Business District~~cultural, recreational, economic, natural, education and transportation systems.

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Commented [RM1]: This is the same as #5, we have other area, not in the CBD that are in great need of redevelopment

~~8. To provide a variety of family housing ownership alternatives and housing choices.~~

Commented [RM2]: Redundant with #6

~~9.7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.~~

~~8. To accomplish other public policies which may be adopted, such as in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.~~

~~10. the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government, or any of the following:~~

~~• Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.~~

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~~• Mitigation of project impact on the natural environment.~~

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C. POLICY POSITIONS

1. Business assistance shall be provided primarily through pay-as-you-go financing in order to minimize the risk of public participation.
2. Business assistance requests for up-front project financing through the sale of bonds or other internal sources will require personal guarantees of the developer. These requests shall be addressed on a case by case basis and be limited to the following highest priority projects:

- Projects ~~proposed~~ related to redevelopment of the Central Business District.
- Projects ~~proposed~~ which will remediate environmentally contaminated sites where such costs exceed the fair market value of the property.

~~3. Business assistance requests for Tax Increment Financing shall only be considered after a determination that Tax Abatement will not generate a subsidy sufficient to complete the project.~~

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~~4.3. Business assistance shall not be provided for projects without a minimum developer equity injection of 2010%.~~

Commented [RM3]: This is not consistent with our approach. We equally consider the advantages/disadvantages of each

Commented [RM4]: SBA 504 loans, sometimes used, require 10% equity.

~~5. Business assistance shall not be provided for projects requiring land and/or building purchases at prices in excess of fair market value.~~

Commented [RM5]: In redevelopments, especially when acquisition from multiple property owners is necessary, it is common that a premium, beyond market value, is paid to assemble the site.

~~6.4. Business assistance shall only be provided for projects with a demonstrated market demand.~~

~~7.5. Business assistance shall not be provided in cases where it would create an unfair competitive advantage for the assisted project(s).~~

8-6. Business assistance shall not be provided to developers/projects that cannot adequately demonstrate an ability to complete the proposed project on time and on budget.

#### D. PROJECT REQUIREMENTS

All projects requesting business assistance must demonstrate the following:

1. That the project is not financially feasible but for the use of Tax Abatement or Tax Increment Financing.
2. That the project will comply with all provisions set forth in Minnesota Statute chapters ~~446~~116J.993 through ~~446~~116J.995, as amended (Business Subsidies), if applicable.
3. That the business assistance request complies with all provisions set forth in Minnesota Statutes ~~2001 chapters~~Sections 469.1812 through 469.1815 as amended (Tax Abatement), ~~and or Sections chapters~~ 469.174 through 469.~~1799~~1794 as amended (Tax Increment Financing), as applicable.
4. That the project is consistent with the City's comprehensive plan, land use plan, and zoning ordinances.

#### E. APPLICATION PROCESS

1. Applicant submits a Business Assistance Application (Exhibit A) to the Community Development Office of the City.
2. Staff reviews the application and completes the Application Review Worksheet (Exhibit B/C).
3. Staff submits results of the Worksheet for review by the EDA (commercial/industrial project), or the HRA (housing project), or both if appropriate for a mixed use project.
4. EDA and/or HRA review proposal, provide comments, and make an advisory recommendation to the City Council on denial or approval of the request within 30 days.
5. If advisory approval is granted, staff prepares all necessary notices, resolutions and certificates.
6. City Council holds public hearing(s) on the proposed project to consider the advisory recommendation(s).
7. The City Council grants final approval or denies the request.



**EXHIBIT A  
BUSINESS ASSISTANCE APPLICATION**

**A. APPLICANT INFORMATION**

Name of Corporation/Partnership \_\_\_\_\_

Address \_\_\_\_\_

Primary Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Type of business assistance requested (select one):

Tax Abatement       Tax Increment Financing

Have you been, or are you currently, involved in any bankruptcy proceedings or lawsuits related to other development projects with which you have been involved? If yes, please provide an explanation.

Yes       No

On a separate sheet, please provide the following:

- Brief description of the corporation/partnership's business, including history, principal product or service, etc. **Attach as Part 1.**
- List names of officers and shareholders/partners with more than five percent (5%) interest in the corporation/partnership. **Attach as Part 2.**
- Brief description of the proposed project. **Attach as Part 3.**
- A *but for* analysis and narrative. **Attach as Part 4.**

Attorney Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Engineer Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Architect Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**B. PROJECT INFORMATION**

1. The project will be: (Check all that apply)

- Industrial: (  New Construction    Redevelopment/Rehab    Expansion )
- Office/research facility: (  New Construction    Redevelopment/Rehab    Expansion )
- Commercial: (  New Construction    Redevelopment/Rehab    Expansion )
- Housing: (  New Construction    Redevelopment/Rehab    Expansion )
- Other \_\_\_\_\_

2. The project will be:    Owner Occupied    Leased Space

- If leased space, please attach a list of names and addresses of future tenants and indicate the status of commitments or lease agreements. **Attach as Part 5.**

3. Project Address \_\_\_\_\_

- Include Legal Description and PID number(s). **Attach as Part 6.**

4. Site Plan Attached:    Yes    No

5. Current Real Estate Taxes on Project Site: \$ \_\_\_\_\_

6. Estimated Real Estate Taxes Upon Completion:	Phase I	\$ _____
	Phase II	\$ _____
	Phase III	\$ _____
	<b>Total:</b>	<b>\$ _____</b>

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7. Construction Start Date: \_\_\_\_\_

8. Construction Completion Date: \_\_\_\_\_

- If Phased Project: \_\_\_\_\_ % Completed in \_\_\_\_\_ years  
 \_\_\_\_\_ % Completed in \_\_\_\_\_ years  
 \_\_\_\_\_ % Completed in \_\_\_\_\_ years

C. PUBLIC PURPOSE OBJECTIVES

It is the policy of the City of Grand Rapids that the business assistance should result in a public benefit as identified in items 1-7 below. Please indicate how the proposed project will accomplish this by checking the appropriate boxes. Attach additional narrative as Part 7.

- 1. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits
- 2. To enhance and/or diversify the City's economic base.
- 3. To encourage additional unsubsidized private (re)development.
- 4. To remove blight and/or encourage (re)development of commercial and industrial areas.
- 5. To create housing opportunities for senior and low to moderate income families.
- 6. To provide a diversity of housing types adjacent to cultural, recreational, economic, natural, education and transportation systems
- 7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 8. To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.

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- 1. ~~To encourage redevelopment with the Central Business District area.~~
- 2. ~~To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.~~
- 3. ~~To enhance and/or diversify the City's economic base.~~
- 4. ~~To encourage additional unsubsidized private (re)development.~~
- 5. ~~To remove blight and/or encourage (re)development of commercial and industrial areas.~~
- 6. ~~To create housing opportunities for senior and low to moderate income families.~~
- 2. ~~To provide a diversity of housing adjacent to the Central Business District.~~
- 2. ~~To provide a variety of family housing ownership alternatives and housing choices.~~
- 2. ~~To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.~~
- 2. ~~To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.~~
  - ~~• Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.~~
  - ~~• Mitigation of project impact on the natural environment.~~

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D. SOURCES & USES OF FUNDS
Attach additional information as Part 8

Table with columns SOURCES and AMOUNT. Rows include Bank Loan, Other Loans, Owner Equity, Fed Grant/Loan, State Grant/Loan, Tax Abatement, Tax Increment Financing, Industrial Development Bonds, Other, and TOTAL.

Table with columns USES and AMOUNT. Rows include Land Acquisition, Site Development, Construction, Machinery & Equipment, Architectural/Engineering Fees, Debt Service Reserve, Contingencies, Other, and TOTAL.

Total Amount of business assistance requested from either Abatement or Tax Increment Financing: \$ \_\_\_\_\_

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**E. ADDITIONAL DOCUMENTATION AND CHECKLIST**

Applicants will also be required to provide the following documentation.  
All personal financial information will be kept private and confidential.

- 1. Written business plan or a description of the business, ownership/ management, date established, products and services, and future plans.
- 2. Financial statements for past two years, including profit and loss statements and balance sheets.
- 3. Two year financial projections, or if housing project, or leased space, include a 10-year operating pro-forma.
- 4. Personal financial statements of all major shareholders (principals) including the most recent 2 years of tax returns.
- 5. Letter of commitment from other sources of financing, stating terms and conditions of their participation in the project.
- 6. Administrative fee of \$5,000. In addition to defraying the cost of staff time, the fee will be used to pay costs associated with processing this request for financial assistance such as legal, engineering and financial analysis. The City reserves the right to stop the processing of the request until additional fees are paid should the original amount be insufficient to pay such costs. That portion which remains unspent, if any, will be returned only if the project is denied approval.
- 7. Attach the following documentation:
  - \_\_\_\_\_ Part 1 – Corporation/Partnership Description
  - \_\_\_\_\_ Part 2 – List of Shareholders/Partners
  - \_\_\_\_\_ Part 3 – Description of Project
  - \_\_\_\_\_ Part 4 – *But For* Analysis
  - \_\_\_\_\_ Part 5 – List of Prospective Lessees
  - \_\_\_\_\_ Part 6 – Legal Description, Property Identification Numbers, maps of the project area, and project renderings
  - \_\_\_\_\_ Part 7 – Public Purpose Narrative
  - \_\_\_\_\_ Part 8 – Sources & Uses of Funds – Additional Information

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned’s knowledge. The undersigned authorizes the City of Grand Rapids to check credit references, verify financial and other information, and share this information with other political subdivisions as needed. The undersigned also agrees to provide any additional information as may be requested by the City after the filing of this application.

Applicant Name \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

EXHIBIT B
BUSINESS ASSISTANCE REVIEW WORKSHEET
FOR COMMERCIAL/INDUSTRIAL PROJECTS
TO BE COMPLETED BY APPLICANT AND CITY STAFF

A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy:

A. (Each worth 2 Points)
Points:

- 1. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits. To encourage redevelopment with the Central Business District.
2. To enhance and/or diversify the City's economic base. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
3. To encourage additional unsubsidized private (re)development. To enhance and/or diversify the City's economic base.
4. To remove blight and/or encourage (re)development of commercial and industrial areas. To encourage additional unsubsidized private (re)development.
5. To create housing opportunities for senior and low to moderate income families. To remove blight and/or encourage (re)development of commercial and industrial areas.
6. To provide a diversity of housing types adjacent to cultural, recreational, economic, natural, education and transportation systems. To create housing opportunities for senior and low to moderate income families.
7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas. To provide a diversity of housing adjacent to the Central Business District.
8. To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan. To provide a variety of family housing ownership alternatives and housing choices.
9. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
10. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
- Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
- Mitigation of project impact on the natural environment.

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B. Ratio of Private to Public Investment in Project:

Points: Point s:

\$ Private Investment

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\$ \_\_\_\_\_ Public Investment (Including other public sources)  
\_\_\_\_\_ Ratio Private : Public Financing

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Less than 2:1	1	Formatted: Space Before: 3 pt

C. Job Creation:

Net new living wage jobs (minimum 40 hours per week) w/ health insurance benefits (total FTE)

Points:		Formatted Table
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50+	5	
40+	4	Formatted: Space Before: 3 pt
25+	3	Formatted: Space Before: 3 pt
15+	2	Formatted: Space Before: 3 pt
Less than 15	1	Formatted: Space Before: 3 pt
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D. Job Retention:

Net living wage jobs retained (total FTE)

- Points: 50+ 4, 25+ 3, 10+ 2, Less than 10 1

E. Project Investment:

Value of Capital Investment (future taxable)

- Points: Over \$2 million 5, \$1 - \$2 million 4, \$0.5 - \$1million 3, \$0.1 - \$0.5 million 2, Less than \$0.1 million 1

F. Wage Level of jobs Jobs createdCreated:

Average hourly wage (including non-mandated benefits)

Of of new living wage jobs

- Points: Over \$24.22/hour 5, \$18.20-24.22/hour 4, \$14.16-17.19/hour 3, \$10.13-13.15/hour 2, Under \$10.13/hour 1

G. Ratio Of Business Assistance To New Jobs Created:

\$ Business assistance requested, Number of net new jobs created, \$ of business assist. per net new job created

- Points: \$810,000 or less 5, \$10,000 or less 4, \$1215,000 or less 3, \$1525,000 or less 2, Over \$4550,000 1

H. Project size:

The project will result in the construction of square feet

- Points: 7550,000+ 5, 6030,000+ 4, 3015,000+ 3, 45,000+ 2, 45,000 or less 1

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**G-I. Type of Project Business Growth Potential:**

- 100% Owner Occupied High
- Mix Owner Occupied & Investment Moderate
- Investment Property Low

Points: \_\_\_\_\_

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**H-J. Likelihood that the project will result in unsubsidized, spin-off development:**

- High
- Moderate
- Low

Points: \_\_\_\_\_

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**I-K. Impact on tax rate? All things being equal, how much would the City's tax rate hypothetically increase if the project were to proceed with the requested business assistance?**

- .01%-.02%
- .03%-.04%
- .05%-.06%
- .07%-.09%
- .10%-.12%

Points: \_\_\_\_\_

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Sub-Total Points \_\_\_\_\_ of a possible **40-65** points.

**Bonus Points**

The project will be 100% *pay-as-you-go* financing

If the business has demonstrated a clear and ongoing commitment to the City of Grand Rapids community by providing living wage jobs to their employees and City of Grand Rapids residents.

**Bonus Points:**

\_\_\_\_\_

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**Total Points:**

Overall project analysis:	High	<del>31-51</del> - <del>45-75</del> points
	Moderate	<del>24-31</del> - <del>30-50</del> points
	Low	<del>11-21</del> - <del>20-30</del> points
	Not Eligible	0 - <del>10-20</del> points



EXHIBIT C
BUSINESS ASSISTANCE REVIEW WORKSHEET
FOR HOUSING PROJECTS
TO BE COMPLETED BY APPLICANT AND CITY STAFF

A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy;

A. (Each worth 2 Points)
Points:

- 1. To encourage redevelopment with the Central Business District.
2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
3. To enhance and/or diversify the City's economic base.
4. To encourage additional unsubsidized private (re)development.
5. To remove blight and/or encourage (re)development of commercial and industrial areas.
2. To create housing opportunities for senior and low to moderate income families.
2. To provide a diversity of housing adjacent to the Central Business District.
2. To provide a variety of family housing ownership alternatives and housing choices.
2. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.

- 2. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
- Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
- Mitigation of project impact on the natural environment.

- 1. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits
2. To enhance and/or diversify the City's economic base.
3. To encourage additional unsubsidized private (re)development.
4. To remove blight and/or encourage (re)development of commercial and industrial areas.
5. To create housing opportunities for senior and low to moderate income families.
6. To provide a diversity of housing types adjacent to cultural, recreational, economic, natural, education and transportation systems

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- 7. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 8. To accomplish other public policies which may be adopted, in particular projects that are consistent with those community values and objectives described within the Comprehensive Plan.

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**D.B. Ratio of Private to Public Investment in Project:**

\$ \_\_\_\_\_ Private Investment  
 \$ \_\_\_\_\_ Public Investment  
 \_\_\_\_\_ Ratio Private : Public Financing

**Points:**

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 Less than 2:1 1

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**E.C. Project provides housing that is not restricted to persons 55 years and older:**

**Points:**

3

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F.D. Project provides that at least 30% of the total units are three-bedroom or more:

Points:

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G.E. Project proposes rehabilitation of existing housing, housing stock, and maximizes utilization of existing infrastructure:

Points:

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H.F. Project proposes a location near existing jobs, transportation, recreation, retail services, social services, and schools:

Points:

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I.G. Project size:

The project will result in the construction of \_\_\_\_\_ square feet

Points:

40,000+ 5 Formatted: Space Before: 3 pt
30,000+ 3 Formatted: Space Before: 3 pt
20,000+ 3 Formatted: Space Before: 3 pt
10,000+ 2 Formatted: Space Before: 3 pt
10,000 or less 1 Formatted: Space Before: 3 pt

J.H. Likelihood that the project will result in unsubsidized, spin-off development:

- High
Moderate
Low

Points:

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K.I. Impact on tax rate? All things being equal, how much would the City's tax rate hypothetically increase if the project were to proceed with the requested business assistance?

- .01%-.02%
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.10%-.12%

Points:

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Sub-Total Points \_\_\_\_\_ of a possible 34-50 points.

Bonus Points

Bonus Points:

The project will be 100% pay-as-you-go financing

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Total Points: \_\_\_\_\_



	Overall project analysis:	High	<del>31-45</del> - <del>39-55</del> points
		Moderate	<del>21-30</del> - <del>30-44</del> points
		Low	<del>11-15</del> - <del>20-29</del> points
		Not Eligible	0 - <del>10-14</del> points

**TAX ABATEMENT STATUTE**

**2001**

**TAX INCREMENT FINANCING STATUTE**

**2001**



**BUSINESS-SUBSIDY STATUTE**

**2001**

**SAMPLE BUSINESS SUBSIDY AGREEMENT**

**BUSINESS SUBSIDY REPORTING FORM**

**2002**





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1237      **Version:** 1      **Name:**

**Type:** Agenda Item      **Status:** Public Hearing

**File created:** 4/8/2015      **In control:** City Council

**On agenda:** 4/13/2015      **Final action:**

**Title:** Consider adoption of a resolution approving an amended and restated Business Subsidy Policy

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Grand Rapids Resol Approving Amended Business Subsidy Policy](#)

Date	Ver.	Action By	Action	Result
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Consider adoption of a resolution approving an amended and restated Business Subsidy Policy

**Background Information:**

*Following the public hearing, the Council may adopt the revised Business Subsidy Policy through approval of the attached resolution.*

**Requested City Council Action**

Consider adoption of a resolution approving an amended and restated Business Subsidy Policy

**CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AMENDED AND RESTATED  
BUSINESS SUBSIDY POLICY**

BE IT RESOLVED By the City Council (the “Council”) of the City of Grand Rapids, Minnesota (the “City”) as follows:

Section 1. Recitals.

1.01. Before awarding any “business subsidy” as defined in Minnesota Statutes, Section 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), the City is required to adopt criteria regarding such subsidies after holding a public hearing.

1.02. The Council previously approved business subsidy criteria (the “Business Subsidy Policy”) and has now determined to modify the Business Subsidy Policy in accordance with requirements of the Business Subsidy Act.

1.03. At a meeting of the Board of Commissioners of the Grand Rapids Economic Development Authority (the “Board”) held on March 26, 2015, the Board recommended the adoption of an amended and restated Business Subsidy Policy (the “Amended and Restated Business Subsidy Policy”).

1.04. The Council has reviewed the Amended and Restated Business Subsidy Policy on file in City Hall, and has on the date hereof held a duly noticed public hearing, at which all interested persons were given an opportunity to be heard.

Section 2. Amended and Restated Business Subsidy Policy Approved.

2.01. The Council approves the Amended and Restated Business Subsidy Policy on file in City Hall, which criteria supersede any prior business subsidy policy or criteria adopted by the City.

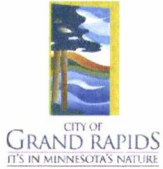
2.02. City staff is authorized to transmit a copy of the Amended and Restated Business Subsidy Policy to the Minnesota Department of Employment and Economic Development in accordance with the Business Subsidy Act.

Approved by the City Council of the City of Grand Rapids, Minnesota this 13<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1238      **Version:** 1      **Name:** Verified Claims  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 4/9/2015      **In control:** City Council  
**On agenda:** 4/13/2015      **Final action:**  
**Title:** Consider approving the verified claims for the period March 17, 2015 to April 6, 2015 in the total amount of \$670,126.54.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [CITY COUNCIL 041315.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period March 17, 2015 to April 6, 2015 in the total amount of \$670,126.54.

**Requested City Council Action**

Consider approving the verified claims for the period March 17, 2015 to April 6, 2015 in the total amount of \$670,126.54.



DATE: 04/09/2015  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/13/2015

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1520350	OTIS ELEVATOR COMPANY	602.52
	TOTAL	602.52
CITY WIDE		
1215630	LOREN SOLBERG CONSULTING, LLC	3,938.29
1920240	CHAD B STERLE	9,500.00
	TOTAL CITY WIDE	13,438.29
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	214.80
	TOTAL SPECIAL PROJECTS-NON BUDGETED	214.80
ADMINISTRATION		
0718060	GRAND RAPIDS NEWSPAPERS INC	439.75
1321525	MUNICIPAL CODE CORPORATION LLC	700.00
	TOTAL ADMINISTRATION	1,139.75
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	61.44
0315455	COLE HARDWARE INC	48.45
0609457	FILTHY CLEAN INC	650.00
1015331	JOHNSON LOCK & SAFE	142.50
1421155	NUCH'S IN THE CORNER	95.01
1520350	OTIS ELEVATOR COMPANY	1,807.56
1821700	MICHAEL RUSSELL	220.00
1909510	SIM SUPPLY INC	138.44
	TOTAL BUILDING MAINTENANCE-CITY HALL	3,163.40
COMMUNITY DEVELOPMENT		
1309332	MN STATE RETIREMENT SYSTEM	1,697.18
1415377	NORTHERN BUSINESS PRODUCTS INC	1,263.35
1920555	STOKES PRINTING COMPANY	49.00
	TOTAL COMMUNITY DEVELOPMENT	3,009.53

DATE: 04/09/2015  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 04/13/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
ENGINEERING		
1415377	NORTHERN BUSINESS PRODUCTS INC	15.58
2315634	WORKS COMPUTING INC	137.06
	TOTAL ENGINEERING	152.64
FINANCE		
1309332	MN STATE RETIREMENT SYSTEM	1,501.57
1805195	REDPATH AND COMPANY, LTD	32,606.08
1903225	SCENIC RANGE NEWS FORUM	20.00
1920650	STRATEGIC INSIGHTS, INC	1,350.00
	TOTAL FINANCE	35,477.65
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	5.97
0221650	BURGGRAF'S ACE HARDWARE INC	13.98
0301685	CARQUEST AUTO PARTS	25.92
0401804	DAVIS OIL	290.60
1915734	SOUTH CENTRAL COLLEGE	360.00
2209421	VIKING ELECTRIC SUPPLY INC	18.48
	TOTAL FIRE	714.95
PUBLIC WORKS		
0100046	ASV, LLC	92.80
0103325	ACHESON TIRE COMPANY INC	310.00
0121721	AUTO VALUE - GRAND RAPIDS	105.98
0221650	BURGGRAF'S ACE HARDWARE INC	46.98
0301685	CARQUEST AUTO PARTS	286.63
0315455	COLE HARDWARE INC	196.93
0401804	DAVIS OIL	1,807.48
0601690	FASTENAL COMPANY	39.50
0801836	HAWKINSON SAND & GRAVEL	186.62
1309355	MINNESOTA TORO	562.48
1415640	NORTRAX EQUIPMENT COMPANY	210.25
1421155	NUCH'S IN THE CORNER	45.00
1615427	POKEGAMA LAWN AND SPORT	6.66
1615650	PORTABLE JOHN	228.00
1621125	PUBLIC UTILITIES COMMISSION	1,128.80
1801232	RADKO IRON & SUPPLY INC	30.00
1801615	RAPIDS WELDING SUPPLY INC	20.56
1908248	SHERWIN-WILLIAMS	13.96
1920555	STOKES PRINTING COMPANY	137.72

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 04/13/2015

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
PUBLIC WORKS		
2009725	TITAN MACHINERY INC	813.27
2209421	VIKING ELECTRIC SUPPLY INC	156.24
2301906	WAYNE'S AUTOMOTIVE	-0.10
T000413	RICK MCDONALD	733.38
TOTAL PUBLIC WORKS		7,159.14
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	2,180.00
0121725	AUTOMOTIVE ELECTRIC LLC	84.24
0301685	CARQUEST AUTO PARTS	207.36
0315455	COLE HARDWARE INC	1.99
0401804	DAVIS OIL	5.45
0805640	HERC-U-LIFT	317.27
1201850	LAWSON PRODUCTS INC	693.50
1301015	MACQUEEN EQUIPMENT INC	3,025.53
1421155	NUCH'S IN THE CORNER	55.00
1500700	OSI ENVIRONMENTAL BR 50	50.00
1605740	PETROCHOICE-ANDERSON LUBRICANT	442.37
1801590	RAPIDS FORD LINCOLN	303.57
1801615	RAPIDS WELDING SUPPLY INC	48.85
2009725	TITAN MACHINERY INC	1,045.04
2301906	WAYNE'S AUTOMOTIVE	873.60
TOTAL FLEET MAINTENANCE		9,333.77
POLICE		
0103325	ACHESON TIRE COMPANY INC	20.00
0121725	AUTOMOTIVE ELECTRIC LLC	94.50
0218570	BROWNELLS INC	1,047.83
0301685	CARQUEST AUTO PARTS	38.52
0315455	COLE HARDWARE INC	74.99
0409501	DIMICH LAW OFFICE	4,583.33
0718195	GREAT ENGRAVINGS	349.85
1200500	L&M SUPPLY	69.98
1201434	LAKE WOODS CHRYSLER	318.67
1301168	MARKETPLACE FOODS	13.17
1309292	MN PEACE OFFICER STANDARDS	810.00
1309332	MN STATE RETIREMENT SYSTEM	1,177.20
1415377	NORTHERN BUSINESS PRODUCTS INC	184.45
1801570	RAPIDS AUTO WASH	142.50
1920233	STREICHER'S INC	358.46
1920555	STOKES PRINTING COMPANY	382.80
2000400	T J TOWING	445.00



## CITY OF GRAND RAPIDS BILL LIST - APRIL 13, 2015

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 TIME: 08:32:51  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 04/13/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
2001657	TASER INTERNATIONAL INC	2,800.00
2018225	TREASURE BAY PRINTING INC	160.00
TOTAL POLICE		13,071.25
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	132.38
0405223	DEER RIVER HIRED HANDS INC	30.00
0609457	FILTHY CLEAN INC	2,225.00
1909510	SIM SUPPLY INC	50.62
TOTAL		2,438.00
AIRPORT		
1608345	PHILS GARAGE DOOR	90.00
TOTAL		90.00
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	520.81
0205153	BECKER ARENA PRODUCTS INC	115.00
0218575	BROTHERS FIRE PROTECTION	3,587.44
0221650	BURGGRAF'S ACE HARDWARE INC	128.81
0501656	THE EARTHGRAINS COMPANY INC	36.00
0605670	FERRELLGAS	559.57
0618353	KEVIN FRIESEN	960.00
0809345	NICHOLAS HIIPAKKA	13.01
1200500	L&M SUPPLY	270.62
1205250	LEFTYS TENT & PARTY RENTAL	135.58
1301168	MARKETPLACE FOODS	19.60
1309328	THE MINNESOTA SCORE	450.00
1605611	PEPSI-COLA	459.30
1800655	R & R SPECIALTIES	264.15
1901500	SAMMY'S PIZZA	265.00
1901535	SANDSTROM COMPANY INC	377.63
1909510	SIM SUPPLY INC	203.02
2209421	VIKING ELECTRIC SUPPLY INC	270.76
TOTAL GENERAL ADMINISTRATION		8,636.30

DATE: 04/09/2015  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 04/13/2015

VENDOR #	NAME	AMOUNT DUE
-----		
STATE HAZ-MAT RESPONSE TEAM		
2300600	W.P. & R.S. MARS COMPANY	287.50
	TOTAL	287.50
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	11.73
0315455	COLE HARDWARE INC	75.67
0401804	DAVIS OIL	864.89
1415590	NORTHWEST GAS	1,605.94
1909510	SIM SUPPLY INC	110.34
	TOTAL	2,668.57
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	13.94
	TOTAL	13.94
PIR-PERMANENT IMPRV REVOLV FND NO PROJECT		
T001005	MINNERATH RESIDENTIAL	3,662.00
	TOTAL NO PROJECT	3,662.00
STORM WATER UTILITY		
0401804	DAVIS OIL	1,292.15
1421155	NUCH'S IN THE CORNER	167.84
1605665	PERSONNEL DYNAMICS LLC	338.00
1621125	PUBLIC UTILITIES COMMISSION	2,388.25
	TOTAL	4,186.24
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 109,460.24
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T	509.60
0112235	ALEXANDRIA TECHNICAL &	720.00
0114210	D. ANDERSON - CHANGE FUND	3,740.00
0116600	APPLE VALLEY, CITY OF	1,160.74

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 04/13/2015

VENDOR #	NAME	AMOUNT DUE
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CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0200024	BP	395.00
0201356	BRUCE BAIRD	235.67
0212750	BLUE CROSS & BLUE SHIELD OF MN	35,087.50
0305530	CENTURYLINK COMMUNICATIONS LLC	52.95
0312104	TONY CLAFTON	235.67
0315454	TRAVIS COLE	235.67
0315470	JAMES COLUMBUS	52.00
0405447	DELTA DENTAL OF MINNESOTA	2,749.25
0405505	JAMES DENNY	319.50
0504610	RON EDMINSTER	74.75
0512230	ELEMENT PAYMENT SERVICES	50.00
0605191	FIDELITY SECURITY LIFE INS CO	52.70
0609685	FIREMEN'S RELIEF ASSOCIATION	4,000.00
0615705	THOMAS FOSS	235.67
0717996	GRAND ITASCA CLINIC	224.00
0718015	GRAND RAPIDS CITY PAYROLL	417,938.02
0718070	GRAND RAPIDS STATE BANK	2,000.00
0809115	HIBBING COMMUNITY COLLEGE A	350.00
0920014	ITASCA CHIROPRACTIC CENTER	25.06
0920055	ITASCA COUNTY RECORDER	138.00
1015323	KIM JOHNSON-GIBEAU	543.66
1201402	LAKE COUNTRY POWER	51.00
1209516	LINCOLN NATIONAL LIFE	1,045.90
1209527	JOHN R. LINDER	235.67
1215530	LEE LONGORIA	235.67
1309162	MN BCA/TRAINING & EDUCATION	3,135.00
1309199	MINNESOTA ENERGY RESOURCES	14,717.79
1309274	MN MUNICIPAL UTILITIES ASSOC	558.00
1309332	MN STATE RETIREMENT SYSTEM	1,820.00
1309335	MINNESOTA REVENUE	1,791.15
1315665	KELLY MORRIS	276.83
1415035	NORTH COUNTRY BUSINESS PROD	1,972.28
1503151	OCCUPATION DEVELOPMENT CENTER	32.00
1516220	OPERATING ENGINEERS LOCAL #49	34,180.00
1601750	PAUL BUNYAN COMMUNICATIONS	275.61
1609561	PIONEER TELEPHONE	8.17
1621130	P.U.C.	7,540.93
1801206	RADIOLOGIST ASSOC. IN DULUTH	43.14
1903320	STEVEN SCHAAR/PETTY CASH	1,000.00
2000100	TASC	30.60
2000490	TDS Metrocom	1,006.69
2114360	UNITED PARCEL SERVICE	43.37
2209705	VISIT GRAND RAPIDS	16,687.41
2301700	WASTE MANAGEMENT	2,056.50
2315625	AMANDA MACDONELL	748.68
T0000263	ELDER JONES BUILDING PERMIT	45.00



DATE: 04/09/2015  
 TIME: 08:32:52  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 04/13/2015

VENDOR #	NAME	AMOUNT DUE
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CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
T001006	JIM PERRAULT CONSTRUCTION	3.50
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF \$		560,666.30
TOTAL ALL DEPARTMENTS		670,126.54