



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Public

Monday, February 9, 2015

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, February 9, 2015 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

5:01 PM PUBLIC FORUM

5:06 PM COUNCIL REPORTS

5:11 PM APPROVAL OF MINUTES

15-1083 Approve City Council minutes for January 23, 2015 Special Worksession, and January 26, 2015 Worksession and Regular meetings.

Attachments: [January 23, 2015 Special Worksession](#)
[January 26, 2015 Worksession](#)
[January 26, 2015 Regular Meeting](#)

5:12 PM CONSENT AGENDA

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

1. **15-1086** Void Accounts Payable checks #120779 and #121664, issue new checks and waiving bond requirements for check issued to MN County Attorneys Association in the amount of \$28.00 and check issued to Michelle Norris in the amount of \$925.00.
2. **15-1087** Request Council's Permission to Apply for a Blandin Foundation Grant for Crisis Intervention Training

3. [15-1088](#) Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services.
Attachments: [Community Development Fee Schedule Amendments: Resolution \(sheds-steps-](#)
4. [15-1089](#) Request by the Grand Rapids Police Department to sell impounded and forfeited vehicles at the Mid-State Auto Auction.
5. [15-1094](#) Entering into rental agreements with area businesses for advertising at the IRA Civic Center.
Attachments: [Burggraf's Ace-wall sign-dasher ads-2015-partially signed](#)
6. [15-1097](#) An amendment with the Itasca County HRA related to the Beacon Hill Project.
Attachments: [2-9-15 GR-HRA amendment.pdf](#)
[14-45 - Beacon Hill Plaza Partnership.pdf](#)

5:14 SETTING OF REGULAR AGENDA
PM

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

5:15 DEPARTMENT HEAD REPORT
PM

7. [15-1092](#) Fire Department Head Report
Attachments: [2014 annual report](#)

5:25 COMMUNITY DEVELOPMENT
PM

8. [15-1019](#) Consider adoption of a resolution approving First Amendment to Contract for Private Development with Majestic Pines Grand LLC and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its \$12,099.69 tax increment revenue note, Series 2015B and authorizing execution of First Amendment to Subordination Agreement.
Attachments: [Grand Rapids Majestic Pines Amendment to Subordination Agreement - 45624;](#)
[Grand Rapids Majestic Pines Res Approving Amend to CPD and TIF Note - 454](#)
[Grand Rapids Majestic Pines TIF 1st Amendment to CPD - 454498v1](#)

5:35 POLICE DEPARTMENT
PM

9. [15-1090](#) Adopt an Ordinance to Create a Police Community Advisory Board
Attachments: [Ordinance to Create a Police Community Advisory Board](#)

**5:40 ADMINISTRATION DEPARTMENT
PM**

10. [15-1093](#) Appointment of Michael Liebel to the position of Fire Chief.

**5:45 VERIFIED CLAIMS
PM**

11. [15-1096](#) Consider approving the verified claims for the period January 17, 2015 to February 2, 2015 in the total amount of \$514,076.33.

Attachments: [City Council Bill List 02-09-2015.pdf](#)

**5:50 ADJOURNMENT
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, FEBRUARY 23, 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)

File #: 15-1083 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 1/27/2015 **In control:** City Council
On agenda: 2/9/2015 **Final action:**
Title: Approve City Council minutes for January 23, 2015 Special Worksession, and January 26, 2015 Worksession and Regular meetings.

Sponsors:

Indexes:

Code sections:

Attachments: [January 23, 2015 Special Worksession](#)
[January 26, 2015 Worksession](#)
[January 26, 2015 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Approve City Council minutes for January 23, 2015 Special Worksession, and January 26, 2015 Worksession and Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Thursday, January 22, 2015

12:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Thursday, January 22, 2015 at 12:08 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

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

Others present:

Tom Pagel, Chad Sterle, Rob Mattei, Travis Cole, Julie Kennedy

Discussion Items

1. Discuss building permit fees.

Mr. Mattei reviews recommended amendments to fee schedule. Specifically noted are fines for beginning work without obtaining a permit first. Currently the fine is \$55 but this does not seem to deter contractors. Recommended increase to double the permit fee or issue citation and follow through with criminal prosecution. Consistency is important as well as accountability and fairness. Also discussed decreasing fees for certain projects and other changes as noted. Approved changes will be forwarded to MN Builders Association. This will be brought to Council for consideration in February.

Referred to the City Council

2. Review proposed amendments to the Stormwater Protection Ordinance.

Julie Kennedy, Engineer, reviews MPCA Rule, 5 year ordinance and explains responsibility for City. Recommending establishing a minimum threshold, waiver still requiring review. Every year requires an inspection report. This will be moved to Council for consideration at a later date.

Referred to the City Council

3. Review proposed amendments to the Stormwater Utility ordinance.

Postponed

ADJOURN

There being no further business, the meeting adjourned at 1:00 PM.

Respectfully submitted: Kimberly Gibeau, City Clerk

Kimberly Gibeau



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, January 26, 2015

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, January 26, 2015 beginning at 4:15 PM in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 3 - Mayor Dale Adams, Councilor Ed Zabinski, and Councilor Bill Zeige

Absent 2 - Councilor Dale Christy, and Councilor Jon Toivonen

Discussion Items

1. Conference call with Loren Solberg

Loren Solberg provides update on legislative issues and current discussion happening at the Capital.

2.

Establishment of a Police Community Advisory Board

Interim Police Chief Johnson reviews proposed Police Community Advisory Board, suggested membership and expectations. Rolls would be limited in the hiring process. Recommendation is to remove the geographical aspect of membership, and replace with diversity. Staff will move to next Council meeting.

3.

Review 5:00 PM Regular Meeting

Addition of item 8A, Police Sergeant Bargaining Agreement, move the following items to from regular agenda to consent: item 15 as 8b, 16 as 8c, 19 as 8d, and 20 as 8e.

ADJOURN

Attest: Kimberly Gibeau, City Clerk

There being no further business, the meeting adjourned at 4:40 PM.

Respectfully submitted: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, January 26, 2015

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, January 26, 2015 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 3 - Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige

Absent 2 - Councilor Dale Christy
Councilor Jon Toivonen

Others present:

Tom Pagel, Chad Sterle, Julie Kennedy, Erik Scott, AJ Morse, Scott Johnson, Steve Schaar, Dale Anderson, Lynn DeGrio

MEETING PROTOCOL POLICY

5:01 PM PUBLIC FORUM

None.

5:06 PM COUNCIL REPORTS

Councilor Zabinski provides update on WMMPB and current activities. Discussed RAMS, new contract with Senator Tomassoni and plans to take a leave of absence from his senate seat during this appointment. Concerns regarding legality of serving in both capacities. These issues are currently being reviewed.

Mayor Adams discusses VanDyke Elementary School event highlighting Kindness Week, attended by several elected officials in surrounding areas.

5:10 PM APPROVAL OF MINUTES

Approve Council minutes for Tuesday, December 23, 2014 Special meeting and Monday, January 12, 2015 Worksession and Regular meetings.

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

5:11 PM CONSENT AGENDA

1. Approve temporary liquor licenses for MacRostie Art Center First Friday Art Walk events on February 6, March 6, April 3, May 1, & June 5, 2015.
Approved by consent roll call
2. Accept the resignation of Michael Twite from the Grand Rapids Planning Commission.
Approved by consent roll call
3. Adopt a resolution to allow the Police Department to accept a donation from Hawkinson Construction totaling \$300.00 to be used towards the purchase of a K-9 behavior shaping device kit.
Adopted Resolution 15-05 by consent roll call
4. Consider adopting a resolution ordering the Feasibility Report for CP 2017-1, 5th St N Roadway and Stormwater Improvements project.
Adopted Resolution 15-06 by consent roll call
5. Outdoor Recreation Grant
Approved by consent roll call
6. Resignation of Adam Kortekaas from Fire Prevention and Education Officer position.
Approved by consent roll call
7. Flexible Benefits Plan Document Restatement.
Adopted Resolution 15-07 by consent roll call
8. Adopt a resolution approving LG230 Application to Conduct Off-Site Gambling for Grand Rapids Amateur Hockey Association (GRAHA).
Adopted Resolution 15-08 by consent roll call
- 8a. Approval of the 2015-2017 Police Sergeants Bargaining Agreement.
Approved by consent roll call
- 8b. Accident Plan for City Volunteers.

Approved by consent roll call

- 8c. Reclassification of Library positions.

Approved by consent roll call

- 8d. A resolution opposing the imposition of levy limits on Minnesota cities.

Adopted Resolution 15-09 by consent roll call

- 8e. Labor Attorney Request for Proposals (RFP)

Approved by consent roll call**Approval of the Consent Agenda**

A motion was made by Councilor Zabinski, seconded by Councilor Zeige, to approve the Consent Agenda as amended, adding item #8a, Police Sergeants Union Contract, moving items 15, 16, 19 and 20 from regular to consent at 8b, 8c, 8d and 8e respectively. The motion carried by the following vote

Aye 3 - Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige

**5:12 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.

ACKNOWLEDGE BOARDS & COMMISSIONS

9. Acknowledge minutes for Boards & Commissions as presented.

*November 12, 2014 Library Board
September 25, 2014, October 9, 2014 and November 13, 2014 GREDA*

Acknowledge Boards and Commissions

**5:13 DEPARTMENT HEAD REPORT
PM**

10. Engineering Department Head Report ~ Julie Kennedy

Engineer Kennedy provides semi-annual report, highlighting:

- ~ Staff*
- ~ CIP Project update*
- ~ Working on 2016 street projects, none scheduled for 2015*
- ~ Trail & Sidewalk Grant applications*
- ~ 2015 Airport projects*
- ~ GIS projects*

Received and Filed

5:23 PM COMMUNITY DEVELOPMENT

11. Consider approval of a 60 month lease agreement for an HP Plotter and associated maintenance plan with VAR Resources.
- Mr. Mattei provides background regarding HP plotter machine and the need for replacement. Proposal is for a five year lease with with maintenance included.*
- A motion was made by Councilor Zabinski, seconded by Councilor Zeige, approving lease agreement with HP Plotter as presented. The motion carried by the following vote.**
- Aye** 3 - Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige

5:28 PM ENGINEERING

12. Consider approving the purchase and approval of a three-year agreement from ESRI for GIS ELA software in a total amount of \$75,000.00 of which the 2015 fee is \$25,000.00.
- Ms. Kennedy reviews previous contract with ESRI and the need to renew.*
- A motion was made by Councilor Zeige, seconded by Councilor Zabinski, approving purchase and agreement with ESRI for GIS ELA as presented. The motion carried by the following vote.**
- Aye** 3 - Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige
13. Consider approving a Supplemental Letter Agreement (SLA) with SEH for the preparation of a Project Memorandum (PM) for CP 2017-1, 5th St North roadway and stormwater improvement project, for a lump sum fee of \$7,970.
- Ms. Kennedy provides information for the 2016 project and plans to begin the preparation of memorandum.*
- A motion was made by Councilor Zabinski, seconded by Councilor Zeige approving SLA with SEH as presented. The motion carried by the following vote.**
- Aye** 3 - Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige
14. Consider authorizing the Engineering Department to purchase software from Cityworks for \$22,270 and hire the professional services of Timmon's Group for the software implementation at a cost not to exceed \$95,000.
- A motion was made by Councilor Zeige, seconded by Councilor Zabinski, approving purchase of Cityworks software & hire professional services of**

Timmon's Group as presented. The motion carried by the following vote.

Aye 3 - Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige

**5:43 ADMINISTRATION DEPARTMENT
PM**

17. Adoption of Social Media Policy.

Ms. DeGrio discusses proposed policy for social media.

A motion was made by Councilor Bill Zeige, seconded by Councilor Ed Zabinski, to adopt the Social Media Policy as presented. The motion PASSED by unanimous vote.

18. Amendments to Wellness Program.

Ms. DeGrio explains the wellness program and the positive impact the program has had on staff.

A motion was made by Councilor Ed Zabinski, seconded by Councilor Bill Zeige, to adopt changes to City Wellness Program as presented. The motion PASSED by unanimous vote.

21. Appointments to Boards & Commissions.

Ms. DeGrio presents recommendations of Councilor Zabinski regarding the appointments to Golf and Planning.

A motion was made by Councilor Ed Zabinski, seconded by Councilor Bill Zeige, to appoint Josh Solem to the Golf Board, filling unexpired term through March 1, 2016 and appoint Sue Lynch and Lester Kachinske to Planning Commission, filling unexpired terms through March 1, 2017 & March 1, 2018, respectively. The motion PASSED by unanimous vote.

**6:15 VERIFIED CLAIMS
PM**

22. Consider approving the verified claims for the period January 6, 2015 to January 16, 2015 in the total amount of \$2,967,264.90, of which \$2,337,399.38 are bond payments.

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

Aye 3 - Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige

**6:20 ADJOURNMENT
PM**

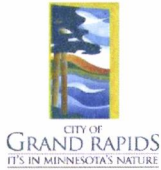
A motion was made by Councilor Ed Zabinski, seconded by Councilor Bill

Zeige, to adjourn the meeting at 5:56 PM. The motion PASSED by unanimous vote.

ADJOURNMENT

Respectfully submitted: Kimberly Gibeau, City Clerk

Kimberly Gibeau



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1086 **Version:** 1 **Name:** Lost Accounts Payable Checks
Type: Agenda Item **Status:** Consent Agenda
File created: 2/2/2015 **In control:** City Council
On agenda: 2/9/2015 **Final action:**
Title: Void Accounts Payable checks #120779 and #121664, issue new checks and waiving bond requirements for check issued to MN County Attorneys Association in the amount of \$28.00 and check issued to Michelle Norris in the amount of \$925.00.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Void Accounts Payable checks #120779 and #121664, issue new checks and waiving bond requirements for check issued to MN County Attorneys Association in the amount of \$28.00 and check issued to Michelle Norris in the amount of \$925.00.

Background Information:

Accounts payable check #120779 issued to MN County Attorneys Association on November 12, 2014 is lost. Tim Mathre, office manager of MCAA has completed an Affidavit of Lost Check.

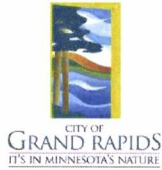
Accounts payable check #121664 issued to Michelle Norris on January 20, 2015 is lost. Michelle Norris has completed an Affidavit of Lost Check.

Staff Recommendation:

Staff is recommending voiding Accounts Payable checks #120779 and #121664, issue new checks and waiving bond requirements for check issued to MN County Attorneys Association in the amount of \$28.00 and check issued to Michelle Norris in the amount of \$925.00.

Requested City Council Action

Consider voiding Accounts Payable checks #120779 and #121664, issue new checks and waiving bond requirements for check issued to MN County Attorneys Association in the amount of \$28.00 and check issued to Michelle Norris in the amount of \$925.00.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1087	Version:	1	Name:	Request Council's Permission to Apply for a Blandin Foundation Grant for Crisis Intervention Training
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	2/3/2015	In control:		In control:	City Council
On agenda:	2/9/2015	Final action:		Final action:	
Title:	Request Council's Permission to Apply for a Blandin Foundation Grant for Crisis Intervention Training				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Request Council's Permission to Apply for a Blandin Foundation Grant for Crisis Intervention Training

Background Information:

Mental illness is present in every Community. Grand Rapids and Itasca County are no exceptions. A number of the problems caused by or associated with people with mental illness often become police problems and are closely connected with homelessness and chemical abuse.

Police officers obtain little to no training in identifying mental illness or dealing with those in crisis. A number of years ago the Memphis, Tennessee Police Department began a program that provides patrol officers with advanced training to recognize mental illness and strategies officers can use to deescalate the situation when they encounter those in crisis. This training is called Crisis Intervention Team (CIT) training. In Minnesota, this 40-hour course is only offered in the Twin Cities and would cost approximately \$1,500 to send one officer from our department to CIT training. To bring this training to Itasca County would cost \$26,911 for 28 officers as students.

The Grand Rapids Police Department and Itasca County Sheriff's Department have had preliminary talks with the Blandin Foundation about the possibility of receiving a grant for this training in Itasca County. The goal would be to have one or two officers on every patrol shift who have received this advanced training. Training would be open to police officers in Itasca County as well as Hill City, the Blandin Foundation Service Area.

Staff Recommendation:

It is the recommendation of the police department that the City Council authorize the Grand Rapids Police Department to apply for a Blandin Foundation grant to sponsor Crisis Intervention training for peace officers in Itasca County.

Requested City Council Action

If the Council so desires, authorize the Grand Rapids Police Department to apply for a Blandin Foundation grant to sponsor mental illness Crisis Intervention Training in Grand Rapids.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1088	Version:	1	Name:	Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services.
Type:	Agenda Item	Status:			Community Development
File created:	2/3/2015	In control:			City Council
On agenda:	2/9/2015	Final action:			
Title:	Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Community Development Fee Schedule Amendments: Resolution (sheds-steps-tub)				

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services.

Background Information:

The proposed amendments to the City's fee schedule are as follows:

Eliminate Fee For: Sheds > 120 sq. ft. - 160 sq. ft. Effective January 24, 2015, the MN State Building Code will not apply to structures with a square footage of 200 sq. ft. or less in area. These structures will now fall into the permitting category of a Zoning Permit, which is a flat fee of \$55.55.

Establish Permit Fee For: Detached Steps/Deck over 30" high (non enclosed): This is proposed to separate the "Steps/Deck" permit category into *Detached Steps/Deck over 30" high (non enclosed)* and *Attached Steps/Deck (non enclosed)* with the latter maintaining the \$136.50 permit fee, and the *Detached Steps/Deck over 30" high (non enclosed)* establishing a lesser permit fee of \$71.50, as these projects generally require less plan review time and fewer inspections.

Eliminate "Tub" from the Water Heater/Softener/Tub flat fee category of \$71.50.: "Tub" is proposed to be added to the (minor repairs) permit fee category which includes: sink, toilet, and faucet replacements, and carrying a flat permit fee of \$19.50.

Establish Permit Fee For: Work commencing without a building permit: MN Rule 1300.0160, Subpart 8 allows for the establishment of an Investigative Fee to be applied to (but not to exceed) a project, that is commenced, prior to a building permit being procured for the project. Currently, in such instances, the City Fee Schedule has established a \$55.55/hour Investigative Fee to be applied to a building permit.

Requested City Council Action

Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services.

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

RESOLUTION NO. 15-__

A RESOLUTION AMENDING THE GRAND RAPIDS CITY-WIDE FEE SCHEDULE FOR CITY SERVICES

WHEREAS, Minnesota Law establishes that all municipalities establish fees that are commensurate with service, and that they be fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed; and

WHEREAS, consistent with Minnesota Law, the Grand Rapids City Council establishes the rates to be applied, or charges for, specific areas of service, provided by the City, through the adoption and periodic amendment of a fee schedule; and

WHEREAS, from time to time, staff reviews the department fee schedule to ensure consistency with fees charged, for City services provided; and

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends the Grand Rapids' City Wide Fee Schedule for City Services as follows:

<i>COMMUNITY DEVELOPMENT Fee Schedule</i>	
Building Permits	
\$1.00 - \$500.00	\$23.50 *
\$501.00 - \$2,000.00	\$23.75 * for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 - \$25,000.00	\$70.00 * for the first \$2,000.00 plus \$14.20* for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 (3-27-06)
\$25,001.00 to \$50,000.00	\$391.65* for the first \$25,000.00 plus \$10.20* for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$650.20* for the first \$50,000.00 plus \$7.10* for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,003.70* for the first \$100,000.00 plus \$5.66* for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,266.10* for the first \$500,000.00 plus \$4.80* for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,664.85* for the first \$1,000,000.00 plus \$3.18* for each additional \$1,000.00 or fraction thereof

	Projects valued at greater than \$5,000,000.00 the City may, at its own discretion, negotiate this component of the building permit fee with the project owner/developer. (revised 4-12-04)			
Annual building Permit (as per MN Rule 1300.0120, Subparts 2 and 3)	\$505.00*			
Plan Review Fee (3-27-06)	65% of the Permit fee			
Plan Review Fee (Similar Plans)	25% of the Permit fee			
State Surcharge	(As per MN Statute 16B.70)			
Other Inspections and Fees:				
1. Outside of normal business hours	\$55.55/hour*			
2. Re-inspection fees	\$55.55/hour*			
3. Inspections for which no fee is specifically indicated	\$55.55/hour*			
4. Additional plan review required by changes, additions, or revisions to plans	\$55.55/hour*			
5. Investigation Fee	\$55.55/hour*			
6. <u>Work commencing without a building permit.</u>	<u>Investigative Fee/Double building permit fee. (as per MN Rule 1300.0160, Subpart 8).</u>			
76. For use of outside consultants for plan checking and inspections or both.	Actual costs, including administrative and overhead			
87. Investigating and resolving Property Maintenance Code violations	\$55.55/hour*			
Flat fees for small Residential projects	Base Permit Fee	Plan Check Fee	State Surcharge Fee	Total Fee
Re-roofing (12-17-12)	\$60.00		5.00	\$65.00
Garage Door (12-17-12)	\$40.00		5.00	\$45.00
Siding Replacement (3-27-06)	\$60.00		5.00	\$65.00
Sheds > 120 SF - 160 SF (3-27-06)	\$79.70	\$51.80	5.00	\$136.50
All Regulated Signs-requiring structural review. (3-27-06)	\$57.88	\$37.62	5.00	\$100.50
<u>Detached Steps/Deck over 30" high (non enclosed)</u>	<u>\$40.30</u>	<u>\$26.20</u>	<u>\$5.00</u>	<u>\$71.50</u>
<u>Attached Steps/Deck (non enclosed)</u>	\$79.70	\$51.80	5.00	\$136.50
Covered porch (non enclosed)	\$113.03	\$73.47	5.00	\$191.50
Fence over 6 feet in height (3-27-06)	\$57.88	\$37.62	5.00	\$100.50
Retaining Wall -Over 4 feet in height (3-27-06)	\$57.88	\$37.62	5.00	\$100.50
Egress Windows (new)	\$40.30	\$26.20	5.00	\$71.50
Residential Window Replacement (8-9-10)	\$60.00		\$5.00	\$65.00
Furnace-Replacement (3-27-06)	\$40.30	\$26.20	5.00	\$71.50
Water Heater/Softener/ Tub	\$40.30	\$26.20	\$5.00	\$71.50
Replace sink, toilet, faucet, <u>tub</u> (minor repairs)	\$14.50	.00	\$5.00	\$19.50

Residential and Commercial Demolitions -(3-27-06)	\$40.00*	.00	\$5.00	\$45.00
Fireplaces -& free standing stoves (Gas or Wood) (3-27-06)	\$54.85*	\$35.65	5.00	\$95.50
Emergency Number Sign (10-13-09)	\$50.00 each			
Comprehensive Plan (3-27-06)	\$15.15* each			
Comprehensive Plan Appendix (3-27-06)	\$25.25* each			
Zoning Letter	\$35.35* each			
Zoning Map	\$15.15*each			
Zoning Ordinance	\$30.30* each			
Subdivision Ordinance	\$5.05* each			
Zoning Permit (Residential)	\$55.55*			
Zoning Permit (Commercial)	\$65.65*/hour (actual cost)			
Fill Permit	\$75.75*			
Sign permit (for signs not requiring structural review) (3-27-06)	\$55.55*			
Conditional Use Permit	\$505.00*			
Conditional Use Permit-General Sales and Service with a building footprint greater than 70,000 s.f. (5-14-07-Res. 07-35)	Total Actual Cost Incurred by the City (\$3,500 deposit required via escrow agreement)			
Environmental Assessment Worksheet preparation, review and processing	Total Actual Cost Incurred by the City (\$10,000 deposit required via escrow agreement) (amended fee schedule 10/24/05)			
Subdivision	\$2,525.00*			
Minor Subdivision	\$1,200.00			
Payment in Lieu of Commercial Land Dedication	\$135.00 per Worker			
Planned Unit Development	\$2,525.00*			
Rezoning or zoning Text Amendment	\$505.00*			
Variance	\$252.50*			
Right-of-Way/Easement Vacation (Excluding vacations associated with new subdivisions)	\$505.00*			

Adopted by the City Council this 9th day of February 2015.

Dale Adams, Mayor

ATTEST:

Kim Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1089	Version:	1	Name:	Request by the Grand Rapids Police Department to sell impounded and forfeited vehicles at the Mid-State Auto Auction.
Type:	Agenda Item	Status:			Consent Agenda
File created:	2/3/2015	In control:			City Council
On agenda:	2/9/2015	Final action:			
Title:	Request by the Grand Rapids Police Department to sell impounded and forfeited vehicles at the Mid-State Auto Auction.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Request by the Grand Rapids Police Department to sell impounded and forfeited vehicles at the Mid-State Auto Auction.

Background Information:

The Police Department has used Mid-State Auto Auction (located in New York Mills, MN) in the past to dispose of impounded and forfeited vehicles. The auction will be held at their location between February 12, 2015 thru February 28, 2015.

Per state statute all registered owners and lien holders have been notified of the impounded vehicles and to date none have been claimed. They are considered abandoned at this point, and can be legally sold by the city at auction.

The vehicles held for forfeiture have gone through the forfeiture process and have been awarded to the city by the courts. The vehicles are now titled to the City of Grand Rapids and can be sold at auction.

Money earned from the sale of these vehicles will be distributed according to state statute and city policy.

Vehicle descriptions are as follows:

ICR	MAKE/MODEL	VIN #
1. 14000129	2007 Saturn Ion	G8AJ55F47Z124798 (FORFEITED)
2. 13010607	1993 Dodge Dakota	1B7FL23XXPS172380 (FORFEITED)
3. 14003051	1997 Chevy Tahoe	1GNEK13R3VJ426340 (IMPOUNDED)

Staff Recommendation:

We would recommend to the City Council to allow the Police Department to sell their impounded and forfeited vehicles

through Mid-State Auto Auctions.

Requested City Council Action

Please consider a request by the Police Department to sell impounded and forfeited vehicles through Mid-State Auto Auctions.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1094 **Version:** 1 **Name:** Adv. Contract-Burggraf's Ace Hardware
Type: Agenda Item **Status:** Consent Agenda
File created: 2/4/2015 **In control:** City Council
On agenda: 2/9/2015 **Final action:**
Title: Entering into rental agreements with area businesses for advertising at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments: [Burggraf's Ace-wall sign-dasher ads-2015-partially signed](#)

Date	Ver.	Action By	Action	Result
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Entering into rental agreements with area businesses for advertising at the IRA Civic Center.

Background Information:

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

-Burggraf's Ace Hardware-January 1, 2015-December 31, 2016. Interior wall sign and/or dashboard advertisement-\$1,600 for 2015 and \$1,600 for 2016.

Staff Recommendation:

Pass a motion authorizing appropriate signatures for advertising rental agreements at the IRA Civic Center.

Requested City Council Action

Consider passing a motion authorizing appropriate signatures for advertising rental agreements at the IRA Civic Center.

**AGREEMENT FOR RENTAL OF
WALL LIGHTED SIGN**

RECEIVED

NOV 24 2014

CITY OF GRAND RAPIDS

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and Burggraf's Ace Hardware that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and dasher boards of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and dasher boards of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$1,600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2015 to December 31, 2016. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2017, the Lessee must notify the Lessor in writing no later than December 1, 2017 for cancellation effective December 31, 2017.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2015. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2015.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.

8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$1,600.00 per year for a total of \$3,200.00 for a 4 x 6 interior wall sign and two (2) dasher board ads.

BY: *Burgess ACB HARDWARE*
Sean HJ Burgess
Lessee

DATE:

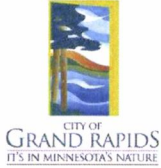
CITY OF GRAND RAPIDS (Lessor)

BY:
Mayor

DATE:

City Administrator

Dated this day of , 20 __.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1097 **Version:** 1 **Name:** Itasca County HRA amendment
Type: Agenda Item **Status:** Consent Agenda
File created: 2/5/2015 **In control:** City Council
On agenda: 2/9/2015 **Final action:**

Title: An amendment with the Itasca County HRA related to the Beacon Hill Project.

Sponsors:

Indexes:

Code sections:

Attachments: [2-9-15 GR-HRA amendment.pdf](#)
[14-45 - Beacon Hill Plaza Partnership.pdf](#)

Date	Ver.	Action By	Action	Result
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An amendment with the Itasca County HRA related to the Beacon Hill Project.

Background Information:

Attached is the original agreement with the Itasca County HRA for the development of Beacon Hills located on 21st Street SE. In the agreement the developer is required to pay the city for special assessments related to the construction of 21st Street SE upon applying for a building permit. The State enacted new building codes effective February 1, 2015. In order to fall under the old building codes the developer submitted for a building permit prior to February 1, 2015. At this point the developer has not completed their financing package and do not have funding in place to pay the assessment. The attached amendment allows the developer to pay the assessment prior to June 30th of this year.

Staff Recommendation:

City staff are recommending the approval of the attached amendment.

Requested City Council Action

Consider approval of the attached amendment between the City and the Itasca County HRA extending the payment date of special assessment to June 30, 2015.

AMENDMENT TO AGREEMENT

THIS AMENDMENT OF AGREEMENT ("Amendment") is made this ____ day of _____, 2015, for the purpose of amending the Agreement between the City of Grand Rapids and the Itasca County Housing and Redevelopment Authority dated June 3, 2014.

1. The Original Agreement is attached hereto as a part of this Amendment.
2. Paragraph 2 of the Original Agreement is hereby amended to read as follows: "As a condition to the City's issuance of a building permit for the anticipated affordable housing project, HRA or any successor owner of the property shall pay to the City an additional \$44,053.76 to satisfy the remaining outstanding amount of assessments. This sum is not required to be paid prior to the City issuing a building permit; however, said sum is due no later than June 30, 2015.
3. This Amendment binds and benefits both Parties and any successors or assigns. This document, including the attached Original Agreement, is the entire agreement between the Parties.

All other terms and conditions of the Original Agreement remain unchanged.

CITY OF GRAND RAPIDS

ITASCA COUNTY HRA

By: _____
Dale Adams, Mayor

By: _____
Diane R. Larson, Executive Director

Dated: _____, 2015

Dated: _____, 2015

AGREEMENT

This Agreement is between the City of Grand Rapids (hereinafter "City") and the Itasca County Housing and Redevelopment Authority (hereinafter "HRA").

Recitals

WHEREAS, Itasca County is the owner of a parcel of tax-forfeited property identified as parcel no. 91-430-0310 (hereinafter "Property"); and

WHEREAS, prior to tax forfeiture, the City initiated Projects 2001-6 and 2002-2, which levied special assessments against the Property in the total amount of \$143,233.76 for certain infrastructure improvements that benefit the Property, which to date have incurred unpaid interest in the amount of \$44,804.12; and

WHEREAS, City understands that HRA intends to purchase the Property from Itasca County for the purposes of developing is as an affordable housing project.

NOW, THEREFORE, the City and HRA agree to the following:

1. Upon the closing of the HRA's purchase of the Property, City agrees to immediately receive the sum of \$99,180.00 as a partial payment of outstanding special assessments and to allow for the sale of the Property. This payment shall come from proceeds of the purchase by HRA and paid by Itasca County.
2. As a condition to the City's issuance of a building permit for the anticipated affordable housing project, HRA or any successor owner of the Property shall pay to the City an additional \$44,053.76 to satisfy the remaining outstanding amount of assessments.
3. City specifically agrees to waive the unpaid penalties or interest on said special assessments in the amount of \$44,804.12 plus any additional interest accrued after the date hereof if all terms above are satisfied.
4. If any terms above are not complied with the City reserves the right to re-assess the Property for any and all unpaid special assessments, penalties and interest. The HRA's obligations under this Agreement shall be null and void if its purchase agreement with Itasca County is terminated for any reason.

Dated: June 3, 2014

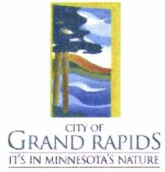
CITY OF GRAND RAPIDS

By: Dale Adams
Dale Adams, Mayor

Dated: June 3rd, 2014

ITASCA REDEVELOPMENT AUTHORITY

By: Diane R. Larson
Diane R. Larson, Executive Director



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1092 **Version:** 1 **Name:** Fire Dpartment Head Report
Type: Agenda Item **Status:** Department Head Report
File created: 2/4/2015 **In control:** City Council
On agenda: 2/9/2015 **Final action:**
Title: Fire Department Head Report
Sponsors:
Indexes:
Code sections:
Attachments: [2014 annual report](#)

Date	Ver.	Action By	Action	Result
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Fire Department Head Report

Background Information:

Fire Department Head Report

Staff Recommendation:

Fire Department Head Report

Requested City Council Action

Fire Department Head Report

Grand Rapids



Fire Dept

Year End Report 2014



FIRE DEPARTMENT

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



December 31, 2014

The following will be the 2014 year end report for the position of the Grand Rapids Fire Chief:

In the calendar year of 2014 the Grand Rapids Fire Department responded to 138 calls requiring response from the entire department. This shows a decline in number full departmental response decreasing from 174 in 2013 to 138 in 2014.

This trend can be directly attributed to the increase of fire prevention and education in our youth, increasing in manufactures standards in building construction, and largely, to the city's zoning an inspection officials.

In 2014 the Grand Rapids Fire Department saw a few changes. Those notable changes are the update of the meeting room, remodeling of the office/kitchen area and the purchase of a new officers first response vehicle/squad 118.

Over the past 20 years it has been my pleasure to serve with members of this department. Many times those who are not affiliated with the fire department take for granted the work that is done by our fire fighters. I would like to take this time to remind those persons that these individuals (Firefighters) are those people who have taken the step forward to be a part of this department and this community, not for themselves but for their community.

These are the people who have fulltime employment and families outside of the fire department. Yet they can be counted on to answer the call no matter the time, temperature, holiday or family event, to protect the lives and property of the greater Grand Rapids area.

In addition to 138 calls for service, this department has logged over 2,000 man hours of training. This alone speaks volumes for the dedication of each member.

On March 3rd of 2014 I took over a fire chief from outgoing Chief Flaherty.

Our department was met with challenges right out of the gate, with a response to a fatality fire involving a child. What I witnessed over this time is, members of this department standing shoulder to shoulder with surrounding departments, to overcome a trying time.

Much is talked about in the ways of collaboration with neighboring departments, what the general population does not understand is the number of hours and equipment that is shared between Itasca County Departments which in turn promotes each departments fiscal responsibility. This too has shown through in the numbers of trainings and incident responses Grand Rapids has shared with neighboring departments.

In closing I would like to thank the members of the Grand Rapids Fire Department for the opportunity to serve with them. I wish to extend a greater thank you to the families of our firefighters, for it is their expectations that are greater than anyone can ask, and that is to bring their loved ones home safely after asking them to put themselves in harm's way for doing what they love.

Respectfully Submitted,

Albert J. Morse
Grand Rapids Fire Chief



FIRE DEPARTMENT

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



2014 Year End Report

The Following is the year-end report for the position of 1st Assistant Chief:

As 2014 draws to a close, it is once again, my pleasure to have served the citizens of the Grand Rapids Area, and the Grand Rapids Fire Department.

The responsibilities of the First Assistant Chief are those of assisting the Chief and filling in during the absence of the Chief.

This year we welcomed new firefighter Donnie Wilson, William Richter and Jacob Barsness to the department. This brought us up to full staff of 30 firefighters and 2 trainees. All the mandatory firefighter training has been completed and look forward to the development of our new firefighters.

Steve Flaherty retired in 2014 after 20+ years of service and Dustin Lane resigned from the department after moving out of our response area. We also had the resignation of our volunteer Fire Chaplain Don Mingo this year.

Even though our call volume was lower this year, we still strive to have well trained employees for the City of Grand Rapids. The risk never dissipate and we need to stay educated and aware of the changing conditions.

Respectfully Submitted

Bryan Zuehlke 1st Assistant Chief



FIRE DEPARTMENT

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



2014 Annual Report

The following is the 2014 annual report for the position of 2nd Assistant Chief:

The year 2014 was my second full year as the 2nd Assistant Chief. Things have gone smooth during the second year. I was able to learn more about some of the other positions to help the other officers when needed.

This year we had a few projects that were completed other than our normal truck maintenance and ladder testing. The roof over the meeting area of the fire hall was replaced. It was nice to have that done and now we do not have any leaks. We also did some cosmetic improvements around the hall. We painted the walls in the meeting room, the radio room, and the kitchen. We replaced some tile in the kitchen area also.

The big change was in the kitchen/office area. We replaced the old office equipment with some new work stations. We also removed the walls of the chief's office that had been built years ago. This really opened up the room and also is helping with the heating of the room. The hard work of the staff made this job very affordable.

We had a change in our fire chief during the year. AJ Morse replaced Steve Flaherty. The transition went very smooth. All the other officers stayed in their same positions so it was easy to give Chief Morse a hand with his transition into the job.

The members of our department continue to work and train to protect the citizens of our fire district. The department works hard to maintain the appearance of our fire station and the equipment that we use. Our maintenance personnel, Rob Rima and Tom Foss, have done a great job maintaining our building and the apparatus. The work of these two and the members of the department, make sure we are ready when we are called upon to do our job.

The dedication of the members of this department is unbelievable considering that everyone has a full time job with different schedules. I thank the members for their dedication, professionalism, and hard work that makes our community a much safer place to live.

Respectfully,

Michael A. Liebel
2nd Assistant Chief
Grand Rapids Fire Department



GRAND RAPIDS FIRE DEPARTMENT

Captain/Training Officer

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



2014 Year End Report

John R. Linder

Captain/Training Officer

Looking back in the documentation from 2014, the members of the Grand Rapids Fire Department completed approximately 2000 hours of in house trainings. We had an average of 22 members in attendance per training session. We had 2 members complete the Fire Fighter 1&2 Certification process, 1 complete it for the second time and numerous members take advantage of outside trainings by going to state and sectional schools and position workshops throughout the state.

Outside trainers that the Grand Rapids Fire Department hosted in 2014 included Kristin Klinefelter with Fire Fighter Nutrition/Wellness, Chris Johnson with blood borne pathogens/confided space/right to know, Jim Iammatteo with basic arson and fire investigation, friendly boot hockey game with Cohasset Fire Department, "Everybody Goes Home" with Greg Hays, State Fire Marshall's Office Portable Standpipe training trailer, Auto Extrication, Cold/Swift Water Rescue with John Larson of the St. Louis County Rescue Squad, HAZMAT Decon operations, and 2 house burns. All expert trainings were well received by the Grand Rapids Fire Department membership.

The last 12 months as the Captain/Training Officer have flow by. I have truly enjoyed working with each member of the Grand Rapids Fire Department and I am looking forward to providing the best training for our department.

As for the upcoming 2015 trainings, I have reviewed all the ideas the department put on paper. I have a training schedule prepared for this year with a mix of department trainings, outside trainers brought in, cooperative trainings with our mutual aid departments, and trainings that the membership of the Grand Rapids Department have requested. I am looking forward to continuing to challenge the Grand Rapids Fire Department and Fire fighters with even higher end training. I will be pushing the membership both physically and mentally in hopes to better prepare our department to continue the top-notch service we provide to our customers.

Lastly, I would like to thank the membership for your continued support and open mindedness with the current training I have conducted in 2014 and with the schedule, I have planned for 2015.

John R. Linder

Fire Captain/Training Officer
Grand Rapids Fire Department



FIRE DEPARTMENT

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue

Grand Rapids, Minnesota 55744



Safety Officer Annual Report

The GRFD had another great year for safety. Although our call volume was down from the previous years, the risks and dangerous situations are still around. Our department has strived at looking out for each other at the scene of an emergency.

We did have a couple minor injuries at the end of the year at the scene of a structure fire. One firefighter received a cut from some metal, which cut through his glove and another firefighter had some strained muscles at the scene. Earlier in the year we had an awareness report filled out for a strained finger from slipping of a wrench, everything turned out fine after a few days.

In all the GRFD takes great pride in the work it does and keeping its members safe while doing it. With a recent turnover of members it's a challenge to accomplish what we are as a department. Everyone keep your eyes and ears open and strive for zero injury.

Respectfully,

Dave Gibeau
Safety Officer



FIRE DEPARTMENT

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue

Grand Rapids, Minnesota 55744



Greetings,

This year has proven to be, yet again, a busy one. With Children's First and Open House at the fire station we have visited with more than 1000 community members and children. The team visited more than 10 daycares and schools this year. We entertained 10 different groups at the Fire Station. All have been very thankful and enjoyed their time spent with our fire fighters. We also met with a couple of different housing communities to discuss fire and life safety. It was very well received by the members of those housing complexes to hear what we do and discuss their emergency evacuation procedures.

I would like to thank everyone that helped the department shine for our community members. Fire Prevention and education does not happen with just one person, it takes the entire department from the chief to the newest member of the department to make it work.

This year proved to be a challenging one for me as I accepted a different position for a company providing site safety. I am working longer hours and more days. I have to put all the credit on the members of our department who stepped up and helped me with all the tours and visits. A very big THANK YOU to each and every one of you for the efforts you all put in.

In this next year I would like to see fire prevention and education continue to make progress in obtaining new and improved props to use in our education of the public. This will take a lot of work, but is achievable by the world class effort that this department has towards educating the public in our community in fire and life safety.

Adam Kortekaas, GRFD Fire Prevention and Education Officer



FIRE DEPARTMENT

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue

Grand Rapids, Minnesota 55744



Re: 2014 Year-end report for the Grand Rapids Chemical Assessment Team

Chief A.J. Morse,

In the year 2014, the Grand Rapids Chemical Assessment Team did respond to one state dispatched call within our response jurisdiction. During the year, we responded to 2 in-jurisdiction calls, 20 LPG leaks, 4 gas/oil spills, 16 CO Detections activation, 11 Carbon monoxide incidents, and 1 toxic/hazardous condition, 1 chemical hazard (no spill or leak). Six Vehicle accidents with general clean up. One Hazmat release of flammable gasoline in the City of Grand Rapids MN.

During the year, we conducted approximately 660 hours of Hazardous Materials training. In addition to our quarterly training, we had members attend training for specialized equipment, and exercises and seminars throughout the state. The list below gives all the training completed throughout the year of 2014.

January — We had all 30 members complete their annual Hazmat Physicals for 2014. Hazmat officer Shawn Graeber attended a properness meeting for MP&L hazmat scenario.

February — Hazmat officer Shawn Graeber attend the TAC meeting at Camp Ripley, these meeting are quarterly and are designed to keep all the Hazmat teams up to date with the latest technology and information going on around the state and world. Hazmat officer Shawn Graeber attended a preparedness meeting for MP&L hazmat scenario.

March — We did inventory on our truck and trailer and did some reorganizing of equipment. Hazmat officer Shawn Graeber attended a preparedness meeting for MP&L hazmat scenario. We also had 18 hazmat members attend the Pipeline Awareness Training, which was conducted at the Timber Lake Lodge in Grand Rapids, MN. This annual training is put on for all emergency personal throughout the area.

April — We did inventory on our truck and trailer and did some reorganizing of equipment. The Hazmat Team was requested by the Longville Fire Department to do a dog and pony show for their department with some hazmat awareness training. We had six members from the

hazmat team go down with the truck and trailer to conduct this training for the Longville Fire Department.

Hazmat officer Shawn Graeber attended a preparedness meeting for MP&L hazmat scenario.

May — We had three members attended the Cold Zone Conference at the Crown Plaza Hotel in Brooklyn Center, MN. They received 28 hours of training over the course of the conference. We had the following new members receive their Hazmat Tech training that consist of 40hrs for each member. Karl Gaalaas, Chad Troumbly, Tony Clifton and Nate Morlan. This training was held over a 4-week period straight, with each member meeting two to three nights a week, with their final being held on a weekend with a hazmat scenario.

The month was also busy with the hazmat truck and trailer being updated with new technology, such as new I-Pads, laptop and Apply TV.

This new technology helps the hazmat command center see and hear what is going on inside the hot zone on a call from a safe distance. It helps not only the hazmat team, but also give the facility owners or the responsible party a view at what we are looking at and how we need to mitigate the situation.

Hazmat officer Shawn Graeber attended a preparedness meeting for MP&L hazmat scenario.

June — Hazmat officer Shawn Graeber attended a preparedness meeting for MP&L hazmat scenario.

July — Hazmat officer Shawn Graeber attended the last preparedness meeting for MP&L hazmat scenario. The hazmat scenario at MP&L was conducted on Saturday July 12th 2014.

The following organization participated in the drill:

Minnesota Power

HSEM

Grand Rapids Hazmat Team

55th CST

EPA

Itasca County

Cohasset Fire

Grand Rapids Fire

Meds One

Grand Itasca Hospital

Ham Radio User Group

The drill was a mock Aqua Ammonia Spill at Boswell in Cohasset, MN.

August — Hazmat Officer Shawn Graeber attended the quarterly hazmat meeting at Camp Ripley, MN. These are meetings that all teams from around the state attend and talk about upcoming training, calls and meet with other organization in the state

September — Hazmat Officer Shawn Graeber attended a special meeting at Camp Ripley to go over inventory with the other teams around the State of MN.

October — Hazmat Officer Shawn Graeber worked on the new hazmat contract with the State of MN. The Grand Rapids Hazmat Team was awarded a new contract by the State of MN, for a two-year term starting Oct 1st 2014 through September 30th 2016.

November- Member Amanda MacDonell and Jeremiah Puelston attended the M-Step training Conference at the Hennepin Technical College in Brooklyn Park MN. Jeremiah Puelston attended the Tac Meeting at Camp Ripley and brought back the information to the membership.

December Was a busy month with CO calls and people getting ready for the holidays and New Year. We also worked on getting physical and respiratory testing lined up for the membership.

Calls for the year included the following:

The Hazmat team responded to a tanker truck leaking gasoline in the City of Grand Rapids at a local gas station. This was due to a valve breaking during the off loading process.



FIRE DEPARTMENT INSPECTIONS

Nathan Morlan Fire Inspector

Phone: 218.326.7624

FAX: 218.326.7621

E-mail: nmorlan@ci.grand-rapids.mn.us

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744

2014 Fire Inspector Annual Report

Another busy year has passed in the Inspection Department. In total about 1100 new construction code inspections and 100 fire code maintenance inspections were completed.

Fire Inspection Activity

January- April:

Started fire safety maintenance inspections of thirty-two eating and drinking establishments throughout the city. Initial inspections were completed January- April and re-inspections through the summer and fall.

May- November:

The construction season was very busy again this year and I spent many hours in the field doing building and fire code compliance inspections. Several hours are also spent in the office doing plan review and building and fire code administration. This includes structural, fire resistance, fire protection and life safety code requirements that not only protect the end user of the buildings in our community but also us as responding firefighters. Some examples of construction projects completed and in progress for 2014 include; Majestic Pines Senior Living Facility, Lakewood Heights Apartment Complex Building #3, 1st Ave Condos, AutoZone, Taco Bell, Northland Recovery Addition, YMCA Addition, River Hills Apartments, Hammerlund Construction Business Offices, RJE Middle School Additions and 17 New Residential Homes.

December:

I have been preparing a list of multifamily residential and other residential occupancies to inspect starting in January.

Training Attended:

January 13-15: Annual Institute for Building/ Fire Officials (Fire & Smoke Protection Features)

February 5-7: Region III Institute for Building/ Fire Officials (Means of Egress Components)

February 24-25: Youth Fire Prevention Intervention Specialist

April: 22-23: State Fire Marshal Conference (Reading 2014 Code, Assisted Living Requirements, Image Trend-Inspections, Fire Death Investigation)

September 18: Fire Code Requirements for DHS Licensed Facilities

In summary, we take a proactive approach to code enforcement including new construction and fire code maintenance inspections. This past year was productive and we will continue making progress toward a fire safe community in 2015. In 2014, about 600 hours were spent on fire code maintenance inspections, which include general fire inspections, complaints, daycare/foster care licensing, fuel tank removal, and kitchen hood cleaning. Some of that time this year was also spent helping with Public Education and Fire Prevention attending school and daycare classes.

It was another good year as Fire Inspector and I look forward to serving the community of Grand Rapids in the future. Thank you all for your support.

Respectfully submitted,

rta/dwv--

Nathan Morlan

Building/Fire Inspector



FIRE DEPARTMENT

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



2014 Mechanical Maintenance Year End Report

The following report lists some of the maintenance activities performed on the fire department vehicles and the fire hall. This is in addition to the monthly truck and equipment checks.

We completed our yearly pump service and pump testing with no major issues.

We completed our yearly ground and aerial ladder inspections and tests, no issues found.

We are nearing completion of some cosmetic changes in our office area and training room. Both rooms have been painted and the office area has had new ceramic tile and new vinyl base installed.

Thank you to Chuck and Randy and all of the Public Works staff who have and continue to help me. Thank you to the membership also for their continued help, support and patience. Thank you.

Respectfully submitted,

Rob Rima
Mechanical Maintenance Engineer

Fire Department Officers



A.J. Morse
Fire Chief



Steve Flaherty
Fire Chief (Retired 2014)



Bryan Zuehlke
1st. Asst Chief



Mike Liebel
2nd Asst. Chief



John Linder
Captain



Dave Gibeau
Safety Officer



Adam Kortekass
Fire Pre/Edu

Shawn Graeber
Haz-Mat Officer

Firefighters



Josh Adler

Bruce Baird

Dave Calliguri



Tony Clifton

Travis Cole

Tom Foss



Karl Gaalaas

Jim Gibeau

Mark Greiner



Jason Hoerler

Andy Horton

Jeff Ingle



Chad Keech

Bob Kuschel

Dustin Lane
(Resigned 2014)



Lee Longoria

Rick Luoma

Amanda MacDonell



Don Mingo
Chaplain (resigned 2014)

Nate Morlan

Dave Protelsch



Jeremiah Puelston

Rob Rima
Maintenance

Chad Troumbly

Not Pictured:

Donnie Wilson- Hired 2014 William Richter- Hired 2014

Jacob Barsness – Hired 2014



Honor, Pride, Tradition, and Integrity

Primary Action Taken Report (Summary)

From 01/01/14 To 12/31/14

Report Printed On: 01/11/2015

Type of Action Taken	Count	Percent %
GRAND RAPIDS FIRE DEPARTMENT		
Cancelled en route	5	2.31%
Control traffic	4	1.85%
Establish safe area	1	0.46%
Extinguishment by fire service personnel	25	11.57%
Extricate, disentangle	2	0.93%
Fill-in, standby, other	2	0.93%
Fire control or extinguishment, other	1	0.46%
Forcible entry	1	0.46%
Hazardous condition, other	1	0.46%
Hazardous materials spill control and confinement	4	1.85%
HazMat detection, monitoring, sampling, & analysis	19	8.80%
Information, investigation & enforcement, other	27	12.50%
Investigate	99	45.83%
Investigate fire out on arrival	3	1.39%
Provide air supply	1	0.46%
Provide apparatus	1	0.46%
Provide equipment	1	0.46%
Rescue, remove from harm	2	0.93%
Restore fire alarm system	2	0.93%
Salvage & overhaul	1	0.46%
Shut down system	1	0.46%
Standby	12	5.56%
Ventilate	1	0.46%
Not Recorded	0	0.00%
Total Incident Count: 216		

Search Criteria

Dates From 01/01/2014 To 12/31/2014 (mm/dd/yyyy)
Service GRAND RAPIDS FIRE DEPARTMENT
Staff All
Apparatus All
Station All
Alarm Type All
Zone/District All

**Report Description**

Incident Type Report (Summary)
From 01/01/14 To 12/31/14
Report Printed On: 01/14/2015

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	3	1.39%	\$10,000.00	\$10,000.00	\$20,000.00	1.63%
Building fire (111)	10	4.63%	\$546,000.00	\$538,250.00	\$1,084,250.00	88.54%
Cooking fire, confined to container (113)	2	0.93%	\$150.00	\$0.00	\$150.00	0.01%
Chimney or flue fire, confined to chimney or flue (114)	8	3.70%	\$0.00	\$0.00	\$0.00	0.00%
Trash or rubbish fire, contained (118)	3	1.39%	\$300.00	\$80.00	\$380.00	0.03%
Mobile property (vehicle) fire, other (130)	2	0.93%	\$2,750.00	\$250.00	\$3,000.00	0.24%
Passenger vehicle fire (131)	5	2.31%	\$13,500.00	\$300.00	\$13,800.00	1.13%
Road freight or transport vehicle fire (132)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Off-road vehicle or heavy equipment fire (138)	1	0.46%	\$10,000.00	\$4,000.00	\$14,000.00	1.14%
Brush or brush-and-grass mixture fire (142)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Grass fire (143)	10	4.63%	\$1,000.00	\$0.00	\$1,000.00	0.08%
Special outside fire, other (160)	1	0.46%	\$500.00	\$0.00	\$500.00	0.04%
	47	21.75%	\$584,200.00	\$552,880.00	\$1,137,080.00	92.84%
3 Rescue & Emergency Medical Service Incident						
Motor vehicle accident with injuries (322)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Extrication of victim(s) from building/structure (351)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Extrication of victim(s) from vehicle (352)	6	2.78%	\$0.00	\$0.00	\$0.00	0.00%
Removal of victim(s) from stalled elevator (353)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	9	4.16%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	4	1.85%	\$5,000.00	\$0.00	\$5,000.00	0.41%
Gas leak (natural gas or LPG) (412)	20	9.26%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	3	1.39%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	11	5.09%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	4	1.85%	\$0.00	\$0.00	\$0.00	0.00%
Breakdown of light ballast (443)	1	0.46%	\$60.00	\$0.00	\$60.00	0.00%
Power line down (444)	2	0.93%	\$0.00	\$0.00	\$0.00	0.00%
Vehicle accident, general cleanup (463)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	47	21.75%	\$5,060.00	\$0.00	\$5,060.00	0.41%
5 Service Call						
Service Call, other (500)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	6	2.78%	\$62,500.00	\$20,000.00	\$82,500.00	6.74%
Assist police or other governmental agency (551)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Defective elevator, no occupants (555)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%

Cover assignment, standby, moveup (571)	15	6.94%	\$0.00	\$0.00	\$0.00	0.00%
	24	11.10%	\$62,500.00	\$20,000.00	\$82,500.00	6.74%
6 Good Intent Call						
Good intent call, other (600)	2	0.93%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	5	2.31%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	41	18.98%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	49	22.68%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	2	0.93%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation due to malfunction (731)	3	1.39%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	3	1.39%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	14	6.48%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	16	7.41%	\$0.00	\$0.00	\$0.00	0.00%
	40	18.52%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count: 216			Total Est. Loss: \$1,224,640.00			

Search Criteria

Dates From 01/01/2014 To 12/31/2014 (mm/dd/yyyy)
Service GRAND RAPIDS FIRE DEPARTMENT
Staff All
Apparatus All
Station All
Alarm Type All
Zone/District All



Report Description

Average Response Time by Type of Situation/Zone Report
GRAND RAPIDS FIRE DEPARTMENT
 From 01/01/14 To 12/31/14
 Report Printed On: 01/14/2015

*NA				
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)	
Carbon monoxide detector activation, no CO (746)	1	00:00	00:05:00.00	
Extrication of victim(s) from vehicle (352)	1	15:00	01:85:00.00	
False alarm or false call, other (700)	1	00:00	00:45:00.00	
Service Call, other (500)	1	15:00	01:70:00.00	
Total	4			
Arbo Township				
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)	
Brush or brush-and-grass mixture fire (142)	1	13:00	00:48:00.00	
Chimney or flue fire, confined to chimney or flue (114)	1	07:00	01:67:00.00	
Dispatched and cancelled en route (611)	1	07:00	00:08:00.00	
Grass fire (143)	1	08:00	00:30:00.00	
Passenger vehicle fire (131)	1	14:00	01:104:00.00	
Total	5			
Blackberry Township				
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)	
Building fire (111)	1	14:00	04:298:00.00	
Building fire (111)	1	16:00	04:279:00.00	
Carbon monoxide incident (424)	1	18:00	03:183:00.00	
Mobile property (vehicle) fire, other	1	10:00	01:78:00.00	

(130)

Total		4		
City of Coleraine				
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)	
Building fire (111)	1	06:00	00:11:00.00	
Extrication of victim(s) from vehicle (352)	1	11:00	00:29:00.00	
Grass fire (143)	1	09:00	00:34:00.00	
Oil or other combustible liquid spill (413)	1	12:00	00:55:00.00	
Total		4		
City of Deer River				
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)	
Building fire (111)	1	45:00	02:175:00.00	
Cover assignment, standby, moveup (571)	1	41:00	03:223:00.00	
Total		2		
City of Grand Rapids				
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)	
Alarm system activation, no fire - unintentional (745)	1	03:00	00:17:00.00	
Alarm system activation, no fire - unintentional (745)	1	05:00	00:05:00.00	
Alarm system activation, no fire - unintentional (745)	1	05:00	00:45:00.00	
Alarm system activation, no fire - unintentional (745)	1	07:00	00:12:00.00	
Alarm system activation, no fire - unintentional (745)	1	09:00	00:56:00.00	
Alarm system activation, no fire - unintentional (745)	1	10:00	00:33:00.00	
Alarm system activation, no fire - unintentional (745)	1	10:00	00:37:00.00	
Alarm system activation, no fire - unintentional (745)	1	12:00	00:38:00.00	
Alarm system activation, no fire - unintentional (745)	1	15:00	00:46:00.00	
Alarm system activation, no fire - unintentional (745)	1	15:00	00:55:00.00	
Assist police or other governmental agency (551)	1	04:00	00:25:00.00	
Authorized	17	00:00	00:00:00.00	

controlled burning (631)			
Authorized controlled burning (631)	2	00:00	00:05:00.00
Authorized controlled burning (631)	1	00:00	00:10:00.00
Authorized controlled burning (631)	4	00:00	00:15:00.00
Authorized controlled burning (631)	1	00:00	00:20:00.00
Authorized controlled burning (631)	3	00:00	00:30:00.00
Authorized controlled burning (631)	1	05:00	00:15:00.00
Authorized controlled burning (631)	2	05:00	00:25:00.00
Authorized controlled burning (631)	1	05:00	00:35:00.00
Authorized controlled burning (631)	1	10:00	00:30:00.00
Authorized controlled burning (631)	2	15:00	00:25:00.00
Authorized controlled burning (631)	1	15:00	00:30:00.00
Breakdown of light ballast (443)	1	08:00	00:27:00.00
Building fire (111)	1	02:00	00:59:00.00
Building fire (111)	1	06:00	00:21:00.00
Carbon monoxide detector activation, no CO (746)	1	00:00	00:15:00.00
Carbon monoxide detector activation, no CO (746)	1	04:00	00:15:00.00
Carbon monoxide detector activation, no CO (746)	1	05:00	00:10:00.00
Carbon monoxide detector activation, no CO (746)	1	05:00	00:23:00.00
Carbon monoxide detector activation, no CO (746)	1	05:00	00:26:00.00
Carbon monoxide detector activation, no CO (746)	1	08:00	00:48:00.00
Carbon monoxide detector activation, no CO (746)	1	10:00	00:36:00.00
Carbon monoxide	1	10:00	01:00:00.00

detector activation, no CO (746)			
Carbon monoxide detector activation, no CO (746)	1	13:00	01:70:00.00
Carbon monoxide detector activation, no CO (746)	1	14:00	00:18:00.00
Carbon monoxide detector activation, no CO (746)	1	15:00	00:35:00.00
Carbon monoxide detector activation, no CO (746)	1	16:00	00:46:00.00
Carbon monoxide detector activation, no CO (746)	1	16:00	00:58:00.00
Carbon monoxide incident (424)	1	00:00	00:30:00.00
Carbon monoxide incident (424)	1	07:00	00:47:00.00
Carbon monoxide incident (424)	1	08:00	00:37:00.00
Carbon monoxide incident (424)	1	10:00	00:40:00.00
Carbon monoxide incident (424)	1	10:00	01:100:00.00
Carbon monoxide incident (424)	1	14:00	00:25:00.00
Carbon monoxide incident (424)	1	18:00	00:43:00.00
Carbon monoxide incident (424)	1	26:00	00:56:00.00
Chimney or flue fire, confined to chimney or flue (114)	1	06:00	00:38:00.00
Chimney or flue fire, confined to chimney or flue (114)	1	11:00	01:100:00.00
CO detector activation due to malfunction (736)	1	02:00	24:1476:00.00
CO detector activation due to malfunction (736)	1	08:00	00:33:00.00
Cooking fire, confined to container (113)	1	00:00	00:05:00.00
Cooking fire, confined to container (113)	1	05:00	01:60:00.00
Cover assignment, standby, moveup (571)	11	00:00	08:480:00.00
Cover assignment, standby, moveup (571)	1	02:00	09:588:00.00

Defective elevator, no occupants (555)	1	03:00	00:15:00.00
Dispatched and cancelled en route (611)	1	06:00	00:06:00.00
Electrical wiring/equipment problem, other (440)	1	06:00	00:36:00.00
Electrical wiring/equipment problem, other (440)	1	08:00	00:43:00.00
Electrical wiring/equipment problem, other (440)	2	09:00	00:39:00.00
Extrication of victim(s) from building/structure (351)	1	02:00	00:20:00.00
Extrication of victim(s) from vehicle (352)	1	09:00	00:59:00.00
False alarm or false call, other (700)	1	07:00	00:18:00.00
Fire, other (100)	1	04:00	01:74:00.00
Fire, other (100)	1	05:00	00:48:00.00
Gas leak (natural gas or LPG) (412)	1	00:00	00:12:00.00
Gas leak (natural gas or LPG) (412)	1	03:00	00:23:00.00
Gas leak (natural gas or LPG) (412)	1	03:00	00:25:00.00
Gas leak (natural gas or LPG) (412)	1	03:00	01:66:00.00
Gas leak (natural gas or LPG) (412)	1	04:00	00:16:00.00
Gas leak (natural gas or LPG) (412)	1	05:00	00:59:00.00
Gas leak (natural gas or LPG) (412)	1	08:00	00:27:00.00
Gas leak (natural gas or LPG) (412)	1	08:00	00:33:00.00
Gas leak (natural gas or LPG) (412)	1	09:00	00:29:00.00
Gas leak (natural gas or LPG) (412)	1	09:00	00:41:00.00
Gas leak (natural gas or LPG) (412)	1	10:00	00:36:00.00
Gas leak (natural gas or LPG) (412)	1	10:00	00:41:00.00
Gas leak (natural gas or LPG) (412)	1	12:00	00:32:00.00
Gas leak (natural gas or LPG) (412)	1	12:00	00:36:00.00
Gas leak (natural gas or LPG) (412)	1	12:00	00:37:00.00
Gas leak (natural gas or LPG) (412)	1	15:00	01:60:00.00
Gas leak (natural gas or LPG) (412)	1	20:00	00:50:00.00

Gasoline or other flammable liquid spill (411)	1	06:00	00:06:00.00
Gasoline or other flammable liquid spill (411)	1	10:00	00:34:00.00
Gasoline or other flammable liquid spill (411)	1	10:00	00:49:00.00
Gasoline or other flammable liquid spill (411)	1	11:00	03:209:00.00
Good intent call, other (600)	1	02:00	00:16:00.00
Grass fire (143)	1	00:00	00:15:00.00
Grass fire (143)	1	02:00	01:67:00.00
Grass fire (143)	1	06:00	01:66:00.00
Grass fire (143)	1	08:00	01:79:00.00
Grass fire (143)	1	11:00	00:38:00.00
Hazardous condition, other (400)	1	15:00	02:151:00.00
HazMat release investigation w/no HazMat (671)	1	08:00	01:90:00.00
Mobile property (vehicle) fire, other (130)	1	06:00	00:41:00.00
Passenger vehicle fire (131)	1	06:00	01:69:00.00
Passenger vehicle fire (131)	1	08:00	00:26:00.00
Passenger vehicle fire (131)	1	09:00	01:75:00.00
Removal of victim(s) from stalled elevator (353)	1	01:00	00:09:00.00
Smoke detector activation due to malfunction (733)	1	07:00	00:19:00.00
Smoke detector activation, no fire - unintentional (743)	1	06:00	00:14:00.00
Smoke or odor removal (531)	1	02:00	01:94:00.00
Smoke or odor removal (531)	1	06:00	00:40:00.00
Smoke or odor removal (531)	1	06:00	01:72:00.00
Smoke or odor removal (531)	1	13:00	00:41:00.00
Sprinkler activation due to malfunction (731)	1	10:00	01:82:00.00
Sprinkler activation due to malfunction (731)	1	12:00	00:59:00.00
Sprinkler activation due to malfunction (731)	1	15:00	00:45:00.00

Trash or rubbish fire, contained (118)	1	04:00	00:56:00.00
Trash or rubbish fire, contained (118)	1	05:00	00:10:00.00
Vehicle accident, general cleanup (463)	1	09:00	00:31:00.00

Total 146

City of Hill City			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Building fire (111)	1	21:00	06:396:00.00
Chimney or flue fire, confined to chimney or flue (114)	1	27:00	00:38:00.00

Total 2

City of LaPrairie			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Alarm system activation, no fire - unintentional (745)	1	05:00	00:17:00.00
Carbon monoxide detector activation, no CO (746)	1	15:00	00:30:00.00
Gas leak (natural gas or LPG) (412)	1	03:00	00:39:00.00
Gas leak (natural gas or LPG) (412)	1	04:00	00:16:00.00
Grass fire (143)	1	06:00	00:49:00.00
Off-road vehicle or heavy equipment fire (138)	1	05:00	01:90:00.00
Oil or other combustible liquid spill (413)	1	08:00	01:86:00.00

Total 7

Grand Rapids Township			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Authorized controlled burning (631)	1	00:00	00:00:00.00

Total 1

Harris Township			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Authorized controlled burning (631)	1	03:00	00:06:00.00
Building fire (111)	1	05:00	01:64:00.00
Building fire (111)	1	12:00	05:307:00.00
Carbon monoxide detector activation, no CO (746)	1	15:00	01:65:00.00
Carbon monoxide incident (424)	1	30:00	01:95:00.00
Chimney or flue fire, confined to	1	10:00	01:82:00.00

chimney or flue (114)			
Chimney or flue fire, confined to chimney or flue (114)	1	16:00	01:79:00.00
Extrication of victim(s) from vehicle (352)	1	15:00	01:114:00.00
Fire, other (100)	1	14:00	01:91:00.00
Gas leak (natural gas or LPG) (412)	1	08:00	00:38:00.00
Grass fire (143)	1	05:00	00:57:00.00
Motor vehicle accident with injuries (322)	1	12:00	00:57:00.00
Oil or other combustible liquid spill (413)	1	13:00	00:41:00.00
Road freight or transport vehicle fire (132)	1	12:00	01:74:00.00
Smoke or odor removal (531)	1	25:00	00:52:00.00
Special outside fire, other (160)	1	13:00	01:60:00.00
Total	16		
Splithand Township			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Chimney or flue fire, confined to chimney or flue (114)	1	18:00	01:103:00.00
Extrication of victim(s) from vehicle (352)	1	20:00	00:36:00.00
Extrication of victim(s) from vehicle (352)	1	20:00	02:135:00.00
Trash or rubbish fire, contained (118)	1	19:00	01:84:00.00
Total	4		
Unorganized Township 54-26			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Alarm system activation, no fire - unintentional (745)	1	19:00	01:60:00.00
Power line down (444)	1	23:00	03:204:00.00
Smoke or odor removal (531)	1	12:00	01:82:00.00
Total	3		
Unorganized Township 56-26			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Power line down (444)	1	15:00	00:55:00.00
Total	1		

Unorganized Township 57-26			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Building fire (111)	1	06:00	02:168:00.00
Total	1		
Wabana Township			
Type of Situation	Number of Incidents	Average Response Time (in min:sec)	Average Total Time (in hr:min:sec)
Alarm system activation, no fire - unintentional (745)	1	30:00	01:83:00.00
Alarm system activation, no fire - unintentional (745)	1	44:00	01:89:00.00
Authorized controlled burning (631)	1	02:00	00:32:00.00
Chimney or flue fire, confined to chimney or flue (114)	1	35:00	02:126:00.00
CO detector activation due to malfunction (736)	1	00:00	00:00:00.00
Good intent call, other (600)	1	20:00	01:72:00.00
Grass fire (143)	1	06:00	00:59:00.00
Passenger vehicle fire (131)	1	18:00	00:53:00.00
Total	8		

Unit Response Time Analysis
From 01/01/14 To 12/31/14
Report Printed On: 01/14/2015

GRAND RAPIDS FIRE DEPARTMENT		
Call Times	Number of Calls	Percentage
Under 5 Minutes	90	42.45%
6-10 Minutes	57	26.89%
Greater Than 10 Minutes	65	30.66%

Note: In GRAND RAPIDS FIRE DEPARTMENT 4 calls were not included in the calculations because they were either missing the alarm time or the arrival date time.

Search Criteria

Dates	From 01/01/2014 To 12/31/2014 (mm/dd/yyyy)
Service	GRAND RAPIDS FIRE DEPARTMENT
Staff	All
Apparatus	All
Station	All
Alarm Type	All
Zone/District	All



Report Description

Average Turnout per Incident
 From 01/01/14 To 12/31/14
 Report Printed On: 01/14/2015

	Total Number of Incidents	Total Number of Responding Personnel	Average Turnout per Incident
GRAND RAPIDS FIRE DEPARTMENT	216	2519	12
Total	216	2519	12

Search Criteria

Dates From 01/01/2014 To 12/31/2014 (mm/dd/yyyy)
Service GRAND RAPIDS FIRE DEPARTMENT
Staff All
Apparatus All
Station All
Alarm Type All
Zone/District All



Report Description

Mutual Aid Given/Received (Summary) Report
GRAND RAPIDS FIRE DEPARTMENT
From 01/01/14 To 12/31/14
Report Printed On: 01/14/2015

Given	Incidents	FT Paid Empl.	FT Unpaid Empl.	PT Paid and PT Unpaid Empl.	PT Paid Empl.	PT Unpaid Empl.	Car eer	Volunt eer	Engi nes	Aer ial	Oth er
*NA	2	0	0	0	38	0	38	0	5	0	33
COLER AINE	3	0	0	0	51	0	51	0	4	0	47
DEER RIVER	2	0	0	0	37	0	37	0	10	0	27
HILL CITY	2	0	0	0	43	0	43	0	5	0	38
Total	9	0	0	0	169	0	169	0	24	0	145

Received	Incidents	FT Paid Empl.	FT Unpaid Empl.	PT Paid and PT Unpaid Empl.	PT Paid Empl.	PT Unpaid Empl.	Car eer	Volunt eer	Engi nes	Aer ial	Oth er
BOVEY	1	0	0	0	23	0	23	0	5	6	12
COHASSET WARBA	4	0	0	0	84	0	84	0	20	6	58
FEELEY-SAGO	1	0	0	0	23	0	23	0	5	6	12
Total	6	0	0	0	130	0	130	0	30	18	82

Search Criteria

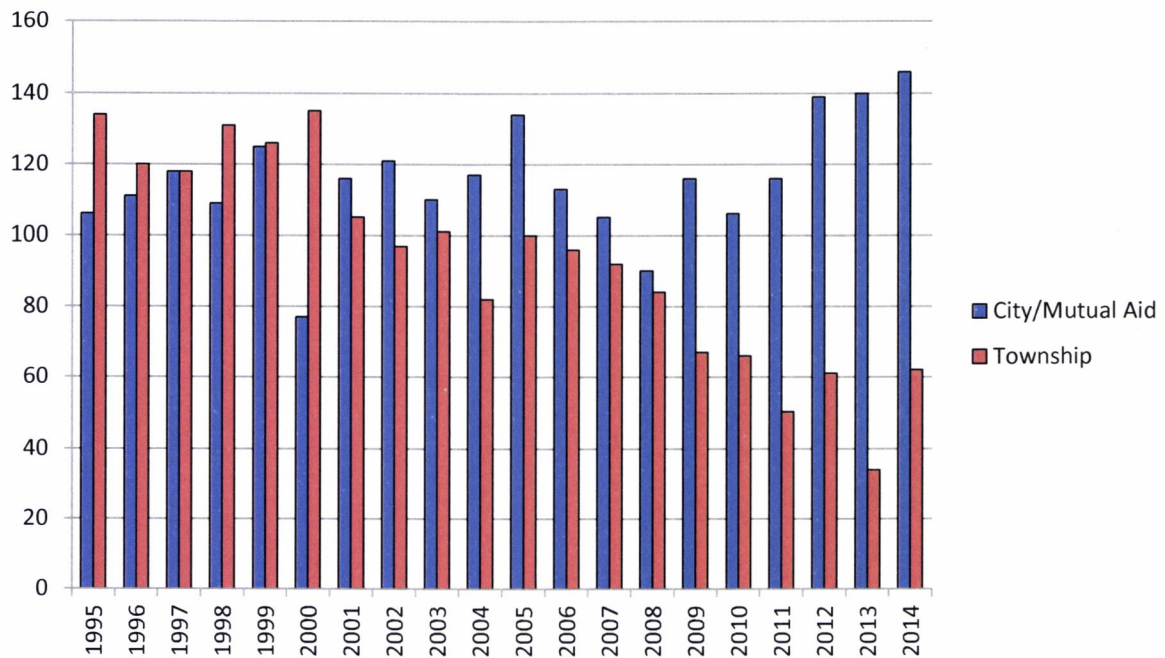
Dates: From 01/01/2014 To 12/31/2014 (mm/dd/yyyy)

Service: GRAND RAPIDS FIRE DEPARTMENT



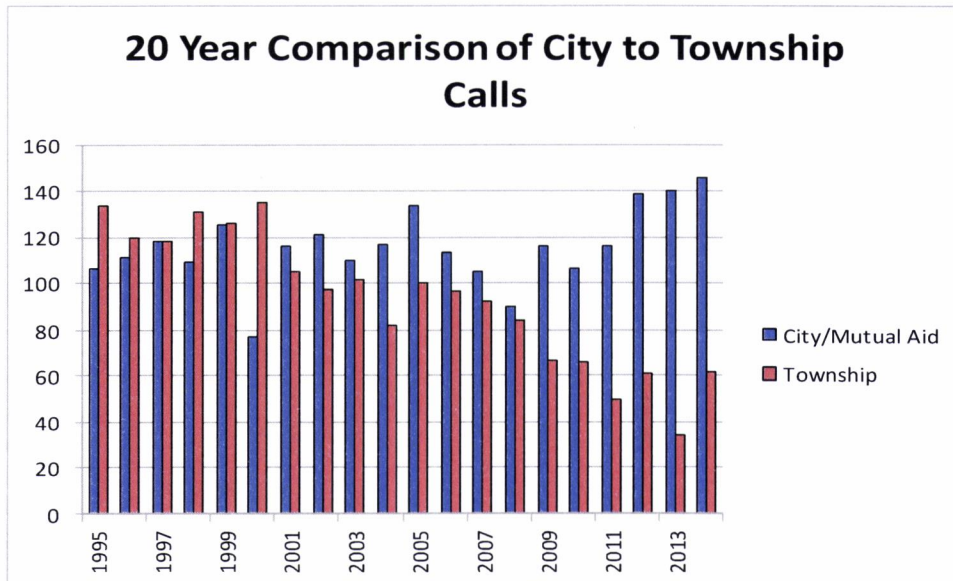
Report Description

20 Year Comparison of City to Township Calls



Grand Rapids Fire Department 20 Year Comparison of City to Township Calls

<u>Year</u>	<u>City/Mutual Aid</u>	<u>Townships</u>	<u>Total</u>
1995	106	134	240
1996	111	120	231
1997	118	118	236
1998	109	131	240
1999	125	126	251
2000	77	135	212
2001	116	105	221
2002	121	97	218
2003	110	101	211
2004	117	82	199
2005	134	100	234
2006	113	96	209
2007	105	92	197
2008	90	84	174
2009	116	67	183
2010	106	66	172
2011	116	50	166
2012	139	61	200
2013	140	34	174
2014	146	62	208



2014 GRFD

Name	Position	Years of Service	Occupation
Adler, Josh	Firefighter	4	Minnesota Power
Baird, Bruce	Firefighter	6	Hawkinson Redi-Mix
Barsness, Jacob	Firefighter	1	Latvala Lumber
Calliguri, Dave	Firefighter	17	I.S.D 318
Clifton, Anthony	Firefighter	2	City of Grand Rapids
Cole, Travis	Firefighter	6	City of Grand Rapids
Flaherty, Steve	Chief	21	Advanced Minnesota (Retired 2014)
Foss, Thomas	Firefighter	4	UPM Blandin Paper Co.
Gaalaas, Karl	Firefighter	2	Essentia Health Systems
Gibeau, Dave	Safety Officer	21	UPM Blandin Paper Co.
Gibeau, Jim	Firefighter	9	Minnesota Power
Graeber, Shawn	Hazmat Officer	13	Ferrellgas
Greiner, Mark	Firefighter	4	Itasca County Sheriff
Hoerler, Jason	Firefighter	8	Lake Country Power
Ingle, Jeff	Firefighter	4	UPM Blandin Paper Co.
Horton, Andy	Firefighter	9	UPM Blandin Paper Co.
Keech, Chad	Firefighter	7	Northern MN Utilities
Kortekaas, Adam	Prevention/Ed	13	Midwest Safety, Inc. LLC
Kuschel, Bob	Firefighter	13	United Parcel Service
Lane, Dustin	Firefighter	6	Hibbing Taconite Co. (resigned 2014)
Liebel, Mike	2 nd Asst Chief	16	Itasca County Sheriff
Linder, John	Captain	11	Itasca County Sheriff
Longoria, Lee	Firefighter	6	
Luoma, Rick	Firefighter	21	UPM Blandin Paper Co.
MacDonell, Amanda	Firefighter	8	Itasca County
Mingo, Don	Chaplain	4	Grace Bible Chapel (resigned 2014)
Morlan, Nathan	Firefighter/Inspector	2	City of Grand Rapids
Morse, A.J.	Chief	20	Itasca County Sheriff
Protelsch, David	Firefighter	13	Midwest Safety, Inc. LLC
Puelston, Jeremiah	Firefighter	9	Five Star Pest Control
Richter, William	Firefighter	1	City of Grand Rapids
Rima, Rob	Maintenance	27	Self Employed
Troumbly, Chad	Firefighter	2	UPM Blandin Paper, Co
Wilson, Donnie	Firefighter	1	Minnesota Power
Zuehlke, Bryan	1 st Asst Chief	14	Minnesota Power

This annual report was prepared by Assistant Chief's Bryan Zuehlke and Mike Liebel



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1019	Version:	1	Name:	
Type:	Agenda Item	Status:		Community Development	
File created:	1/7/2015	In control:		City Council	
On agenda:	2/9/2015	Final action:			
Title:	Consider adoption of a resolution approving First Amendment to Contract for Private Development with Majestic Pines Grand LLC and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its \$12,099.69 tax increment revenue note, Series 2015B and authorizing execution of First Amendment to Subordination Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grand Rapids Majestic Pines Amendment to Subordination Agreement - 456247v1 Grand Rapids Majestic Pines Res Approving Amend to CPD and TIF Note - 454497v1 Grand Rapids Majestic Pines TIF 1st Amendment to CPD - 454498v1				

Date	Ver.	Action By	Action	Result
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Consider adoption of a resolution approving First Amendment to Contract for Private Development with Majestic Pines Grand LLC and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its \$12,099.69 tax increment revenue note, Series 2015B and authorizing execution of First Amendment to Subordination Agreement.

Background Information:

The City Council previously approved the TIF Plan for TIF District 1-9, which involves the Majestic Pines senior living project on the Golf Course Road across from Grand Itasca Clinic and Hospital. The TIF revenue from this project is being used to reimburse the developer for expenses they've incurred to extend public utilities (sewer, water and storm sewer) as well as the construction of Benson Lane, which not only benefit the development but the surrounding properties and the City as a whole. The original approved TIF was in a principal amount of \$402,349.

Prior to issuing the TIF note, following the completion of the project, staff verifies that the developer has incurred qualifying costs in an amount equal or greater than the approved TIF principal. In this case, the qualifying costs were found to be less than projected, totaling \$385,355.68.

While the cost of the public infrastructure was less than anticipated, the private development costs were greater than estimated. The developer, who is establishing his permanent financing for the project, has requested that we consider allowing the addition of his TIF administrative costs as qualifying costs. The administrative costs, which are eligible for funding through TIF, total \$12,099.69 and consist mainly of the charges reimbursed to the City for attorney and fiscal consultant fees associated with the TIF district's establishment. The developer has asked for those administrative costs to be added as qualified TIF costs through this amendment to our contract.

The addition of administrative costs through the issuance of an additional TIF note, as is contemplated by this proposed action, has been previously done by the City for the Grand Plaza Housing TIF project. As indicated, if approved by the City Council, the total amount of the two TIF notes combined would be less than the original amount approved.

The City has also previously agreed to subordinate its rights under the Contract for Private Development through an Assignment of Tax Increment Financing and Subordination Agreement, executed by the City, Developer and the Lender (Grand Rapids State Bank). The Lender has now requested that the City enter into a First Amendment to that original subordination agreement to reflect the addition of the Series 2015B note.

Requested City Council Action

Consider adoption of a resolution approving First Amendment to Contract for Private Development with Majestic Pines Grand LLC and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its \$12,099.69 tax increment revenue note, Series 2015B and authorizing execution of First Amendment to Subordination Agreement.

**FIRST AMENDMENT TO
ASSIGNMENT OF TAX INCREMENT FINANCING
AND SUBORDINATION AGREEMENT**

This FIRST AMENDMENT TO ASSIGNMENT OF TAX INCREMENT FINANCING AND SUBORDINATION AGREEMENT ("First Amendment") is effective as of _____, 2015, by and between MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company, its successors and assigns ("Borrower"), whose address is P.O. Box 340, Walker, Minnesota 56484; GRAND RAPIDS STATE BANK, a Minnesota banking corporation ("Lender"), whose address is 523 NW First Avenue, Grand Rapids, Minnesota 55744; and the CITY OF GRAND RAPIDS, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota ("City"), whose address is 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744.

RECITALS

A. Lender has made credit advances to the Borrower pursuant to the following:

i. a Promissory Note dated August 21, 2013, from Borrower to Lender in the original principal amount of \$402,349.00 (the "Note");

ii. a Mortgage dated August 21, 2013, from Borrower to Lender (the "Mortgage") on real property described in Exhibit A hereto (the "Land") on which the Borrower will be constructing senior housing comprised of 18 memory care units, 16 enhanced care units and 39 independent living units with services, as an affordable rental property (the "Project");

iii. a Commercial Security Agreement dated August 21, 2013, from Borrower to Lender (the "Security Agreement") granting Lender a security interest in certain of Borrower's personal property, including but not limited to certain contract rights; and

iv. a Business Loan Agreement dated August 21, 2013, between Borrower and Lender (the "Loan Agreement," and together with the Mortgage and the Security Agreement, the "Loan Documents") establishing the terms and conditions of a loan to the Borrower by Lender of the proceeds of the Note (the "Loan") to finance a portion of the costs of the Project.

B. The Project is within Tax Increment Financing District No. 1-9 (the "TIF District") created by City.

C. City and Borrower have entered into a Contract for Private Development dated July 8, 2013, and recorded in the Office of the County Recorder, Itasca County, Minnesota, on September 20, 2013, as Document No. A000679305 (the "Original Development Agreement"), setting forth City's agreement to provide certain tax increment payments derived from the TIF District to Borrower (the "Tax Increment Financing") to reimburse Borrower for Public Development Costs and Administrative Costs (both as defined in the Original Development Agreement) as consideration for construction of the Project and the imposition of rental restrictions on the units located on the Project.

D. City has agreed to amend the Original Development Agreement in a document entitled "First Amendment to Contract for Private Development" dated _____, 2015, by and between City and Developer, and recorded in the Office of the County Recorder, Itasca County, Minnesota, on _____, 2015, as Document No. _____ (the "First Amendment to Contract for Private Development"), in order to allow additional Tax Increment Financing to reimburse the Developer for Administrative Costs.

E. In order to further evidence the Tax Increment Financing, City will issue and deliver to Borrower the following:

i. City of Grand Rapids, Tax Increment Revenue Note in the maximum principal amount of \$402,349 (the "TIF A Note"); and

ii. City of Grand Rapids, Tax Increment Revenue Note in the maximum principal amount of \$12,099.69 (the "TIF B Note," and together with the TIF A Note, the "TIF Note").

F. The TIF Note, the Original Development Agreement, as amended by the First Amendment to Contract for Private Development (as amended, the "Development Agreement") and any and all amendments and documents related thereto shall be referred to collectively herein as the "TIF Documents."

G. Lender required as a condition precedent to Lender making advances under the Note that (i) Borrower assign its rights and interests under the Original Development Agreement and the Tax Increment Financing to Lender, and (ii) City subordinate its rights under the Original Development Agreement to the Note and the Loan Documents.

H. Borrower has previously executed and delivered the Assignment of Tax Increment Financing and Subordination Agreement effective as of August 26, 2013, to Lender as security for repayment of the Loan and the Note, and City agreed to subordinate its rights under the Original Development Agreement to the Note and the Loan Documents (the "Original Assignment"). The Original Assignment was recorded in the Office of the County Recorder, Itasca County, Minnesota, on September 9, 2013, as Document No. A000679306.

I. Lender is requiring delivery of this First Amendment to provide that Developer's rights and obligations under the First Amendment to Contract for Private Development and the TIF B Note are assigned to Lender and that City subordinate its rights under this First Amendment and TIF B Note to the Note and the Loan Documents.

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals to this First Amendment and the recitals to the Original Assignment are incorporated into the Assignment and made a part of it.

2. Amendments. The Original Assignment is amended as follows:

a. All references to “this Assignment,” “the Assignment,” “this Agreement,” or “the Agreement” shall be references to the Original Assignment as amended by this First Amendment.

b. All references to the “Development Agreement” shall be references to the Original Development Agreement as amended by the First Amendment to Contract for Private Development.

c. All references to the “TIF Documents” shall refer to the TIF A Note, the TIF B Note, the Original Development Agreement and the First Amendment to Contract for Private Development and any and all amendments and documents related thereto.

d. All references to the TIF Financing shall refer both to the capital cost of the Project and the Administrative Costs.

e. All references to the “TIF Note” shall be references to both the TIF A Note and the TIF B Note.

f. Exhibit B to the Original Assignment is replaced in its entirety with Exhibit B-1 and Exhibit B-2 hereto. All references to Exhibit B in the Original Assignment shall be references to Exhibit B-1 and Exhibit B-2 together.

3. Affirmation. Developer affirms all its transfers, assignments, security interests, covenants, warranties and other agreements to and with Lender as set forth in the Original Assignment. City affirms its subordination and other agreements to and with Lender as set forth in the Original Assignment.

4. Warranties. Borrower covenants, warrants and agrees that:

a. Borrower is the true and lawful, absolute owner of the TIF Note free and clear from any and all liens, security interest, encumbrances or other right, title or interest of any other person, firm or corporation.

b. Borrower has the full right and title to assign and pledge the Tax Increment Financing and Borrower’s interest in the TIF Documents; that there are no outstanding claims, assignments or pledges thereof, other than as set forth hereinabove; that there are no existing defaults under the TIF Documents on the part of the parties hereto; and that Borrower has fully complied with and is not in default with regard to the TIF Documents.

c. The TIF Documents shall not be amended, altered, cancelled, modified or surrendered without the prior written consent of Lender.

d. Borrower is in material compliance with the terms, conditions and provisions of the Development Agreement.

e. No default by either Borrower or City exists under the terms of the TIF Note or Development Agreement.

f. The maturity date of the TIF Note is the earliest to occur of payment in full of the principal amount of the TIF Note and accrued interest thereon, termination of the Development Agreement, expiration of the TIF District or February 1, 2022.

g. The Development Agreement remains in full force and effect.

h. There are no defenses, setoffs or counterclaims against or with regard to the TIF Note or the Development Agreement or the indebtedness evidenced thereby. The TIF Note is a valid and enforceable obligation of City and Borrower in accordance with its terms.

5. Validity and Severability Clause. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this First Amendment.

6. Effect of First Amendment. Upon the execution of this First Amendment, the Original Assignment shall be modified in accordance herewith and this First Amendment shall form a part of the Original Assignment for all purposes.

7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

8. Governing Law. This First Amendment is intended to be governed by the laws of the State of Minnesota.

9. Counterparts. This First Amendment may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to Assignment of Tax Increment Financing and Subordination Agreement to be effective as of the date first above written.

BORROWER:

MAJESTIC PINES GRAND, LLC, a Minnesota
limited liability company

By: _____
Ronald A. Duchesneau, Jr., Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on _____, 2015,
by Ronald A. Duchesneau, Jr., the Chief Manager of MAJESTIC PINES GRAND, LLC, a
Minnesota limited liability company, on behalf of the company.

Notary Public

(Signature page to First Amendment to Assignment of Tax Increment Financing and
Subordination Agreement between Majestic Pines Grand, LLC, Grand Rapids State Bank and
City of Grand Rapids)

LENDER:

GRAND RAPIDS STATE BANK, a Minnesota
banking corporation

By: _____
Jeffrey S. Lee, Senior Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on _____, 2015,
by Jeffrey SMajestic. Lee, Senior Vice President of GRAND RAPIDS STATE BANK, a
Minnesota banking corporation, on behalf of the corporation.

Notary Public

(Signature page to First Amendment to Assignment of Tax Increment Financing and
Subordination Agreement between Majestic Pines Grand, LLC, Grand Rapids State Bank and
City of Grand Rapids)

CITY:

CITY OF GRAND RAPIDS, MINNESOTA, a
municipal corporation and political subdivision of
the State of Minnesota

By _____
Its Mayor

By _____
Its Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on _____, 2015,
by _____, the Mayor, and _____, the Administrator of City of Grand
Rapids, Minnesota, on behalf of City.

Notary Public

THIS DOCUMENT WAS PREPARED BY AND
WHEN RECORDED RETURN TO:

Fryberger, Buchanan, Smith & Frederick, P.A
302 West Superior Street, Suite 700
Duluth, MN 55802
MFS

M: DOCS 14860 000004 ASN 12X799602.DOC

(Signature page to First Amendment to Assignment of Tax Increment Financing and
Subordination Agreement between Majestic Pines Grand, LLC, Grand Rapids State Bank and
City of Grand Rapids)

EXHIBIT B-1
TO
ASSIGNMENT OF TAX INCREMENT FINANCING
AND SUBORDINATION AGREEMENT

ALLONGE ENDORSEMENT TO NOTE

FOR VALUE RECEIVED, MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company, endorses, assigns and transfers to GRAND RAPIDS STATE BANK, a Minnesota banking corporation, all of its right, title and interest in and to the following described Note:

City of Grand Rapids, Tax Increment Revenue Note, Series 20__, dated ____, 20__, in the original principal amount of \$402,349.00 executed by City of Grand Rapids, as maker, to Majestic Pines Grand, LLC, a Minnesota limited liability company, as holder.

Dated at Grand Rapids, Minnesota, on ____, 20__.

MAJESTIC PINES GRAND, LLC, a Minnesota
limited liability company

By: _____
Ronald A. Duchesneau, Jr., Chief Manager

THIS ALLONGE IS TO BE AFFIXED TO THE NOTE DESCRIBED ABOVE

EXHIBIT B-2
TO
ASSIGNMENT OF TAX INCREMENT FINANCING
AND SUBORDINATION AGREEMENT

ALLONGE ENDORSEMENT TO NOTE

FOR VALUE RECEIVED, MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company, endorses, assigns and transfers to GRAND RAPIDS STATE BANK, a Minnesota banking corporation, all of its right, title and interest in and to the following described Note:

City of Grand Rapids, Tax Increment Revenue Note, Series 20__, dated ____, 20__, in the original principal amount of \$12,099.69 executed by City of Grand Rapids, as maker, to Majestic Pines Grand, LLC, a Minnesota limited liability company, as holder.

Dated at Grand Rapids, Minnesota, on ____, 20__.

MAJESTIC PINES GRAND, LLC, a Minnesota
limited liability company

By: _____
Ronald A. Duchesneau, Jr., Chief Manager

THIS ALLONGE IS TO BE AFFIXED TO THE NOTE DESCRIBED ABOVE

AUTHORIZING RESOLUTION

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT; AWARDING THE SALE OF, AND PROVIDING THE FORM, TERMS, COVENANTS AND DIRECTIONS FOR THE ISSUANCE OF ITS \$12,099.69 TAX INCREMENT REVENUE NOTE, SERIES 2015B; AND AUTHORIZING EXECUTION OF FIRST AMENDMENT TO SUBORDINATION AGREEMENT.

BE IT RESOLVED BY the City Council ("Council") of the City of Grand Rapids, Minnesota (the "City") as follows:

Section 1. Authorization; Award of Sale.

1.01. Authorization. The City has heretofore approved the establishment of its Tax Increment Financing District No. 1-9 (the "TIF District") within Development Project No. 1 ("Project"), has adopted a tax increment financing plan for the purpose of financing certain improvements within the Project, and has approved that certain Contract for Private Development between the City and Majestic Pines Grand, LLC (the "Developer"), dated as of July 8, 2013 (the "Agreement").

Pursuant to Minnesota Statutes, Section 469.178, the City is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the Development District. Such bonds are payable from all or any portion of revenues derived from the TIF District and pledged to the payment of the bonds. The City hereby finds and determines that it is in the best interests of the City that it issue and sell its \$12,099.69 Tax Increment Revenue Note, Series 2015B (the "Note") for the purpose of financing certain public costs of the Project.

1.02. Amendment Approved. The City hereby approves the First Amendment to the Agreement (the "Amendment"), and authorizes the Mayor and City Administrator to execute such Amendment in substantially the form on file with the City, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the Amendment by such officials is conclusive evidence of their approval.

1.03. Amendment of Subordination Agreement. The Developer has obtained a commitment for mortgage financing for the acquisition of the Development Property and construction of the Minimum Improvements (as defined in the Agreement) from Grand Rapids State Bank (the "Lender"). The City previously agreed to subordinate its rights under the Agreement in that certain Assignment of Tax Increment Financing and Subordination Agreement by and between the Developer, the Lender, and the City dated as of August 26, 2013 (the "Subordination Agreement"). The Lender has now requested that the City enter into a First Amendment to

Assignment of Tax Increment Financing and Subordination Agreement (the "Amendment to Subordination Agreement") to subordinate its rights under the Amendment pursuant to Section 7.3 of the Agreement.

The Council has reviewed the Amendment to Subordination Agreement and finds that the execution thereof and performance of the City's obligations thereunder are in the best interests of the City. The Mayor and City Administrator are hereby authorized to execute and deliver to the Lender the Amendment to Subordination Agreement in substantially the form of the attached Exhibit A, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the Amendment to Subordination Agreement by such officials is conclusive evidence of their approval.

1.04. Issuance, Sale, and Terms of the Note. The City hereby delegates to the City Administrator the determination of the date on which the Note is to be delivered, in accordance with the Amendment. The Note shall be sold to the Developer (the "Owner") and cannot be transferred or assigned without the written consent of the City. The Note shall be dated the date of delivery thereof, and shall bear interest from the date of issue at the rate of four percent (4.0%) per annum to the earlier of maturity or prepayment.

Section 2. Form of Note. The Note shall be in substantially the following form, with the blanks to be properly filled in as of the date of issue:

(The remainder of this page is intentionally left blank.)

UNITED STATE OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

No. R-1

\$12,099.69

TAX INCREMENT REVENUE NOTE
SERIES 2015B

<u>Rate</u>	<u>Date of Original Issue</u>
4.0%	

The City of Grand Rapids ("City") for value received, certifies that it is indebted and hereby promises to pay to Majestic Pines Grand, LLC, a Minnesota limited liability company, or registered assigns (the "Owner"), the principal sum of \$12,099.69 and to pay interest thereon at the rate of four percent (4.0%) per annum, but solely from the sources and to the extent set forth herein.

1. Payments. Principal and interest (the "Payments") shall be paid on August 1, 2016 and each February 1 and August 1 thereafter to and including February 1, 2022 ("Payment Dates") in the amounts and from the sources set forth in Section 3 herein. Payments shall be applied first to accrued interest, and then to unpaid principal.

Payments are payable by mail to the address of the Owner or such other address as the Owner may designate upon 30 days written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Interest at the rate stated herein shall accrue on the unpaid principal, commencing on the date of original issue as of August 1, 2015. Interest shall be computed on the basis of a year of 360 days and charged for actual days principal is unpaid.

3. Administrative Tax Increment. (a) Payments on this Note are payable on each Payment Date solely from and in the amount of "Administrative Tax Increment," which shall mean, on each Payment Date, five percent (5%) of the Tax Increment attributable to the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, all as such terms are defined in the Contract for Private Development between the City and Owner dated as of July 8, 2013, as amended by the First Amendment thereto, dated as of _____, 2015 (together, the "Agreement").

(b) The City shall have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Administrative Tax Increment and the failure of the City to pay the entire amount of principal or interest on this Note on any Payment Date shall not constitute a default hereunder as long as the City pays principal and interest hereon to the extent of Administrative

Tax Increment. The City shall have no obligation to pay unpaid balance of principal or accrued interest that may remain after the final Payment on February 1, 2022.

The City makes no warranty or representation that Administrative Tax Increment will be sufficient to pay all or any portion of the principal or interest on this Note.

4. Default. If on any Payment Date there has occurred and is continuing any Event of Default under the Agreement, the City may withhold from payments hereunder under all Administrative Tax Increment. If the Event of Default is thereafter cured in accordance with the Agreement, the Administrative Tax Increment withheld under this Section shall be deferred and paid, without interest thereon, within 30 days after the Event of Default is cured. If the Event of Default is not cured in a timely manner, the City may terminate this Note by written notice to the Owner in accordance with the Agreement.

5. Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

6. Termination. At the City option, this Note shall terminate and the City's obligation to make payments under this Note shall be discharged upon the occurrence of an Event of Default on the part of the Developer as defined in Section 9.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 9.2 of the Agreement.

7. Nature of Obligation. This Note is one of an issue in the total principal amount of \$12,099.69, issued to aid in financing certain administrative costs of a Project undertaken by the City pursuant to Minnesota Statutes, Sections 469.124 through 469.134, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the City on _____, 2015, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This Note and the interest hereon is a limited obligation of the City which is payable solely from Administrative Tax Increment pledged to the payment hereof under the Resolution. This Note shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Administrative Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

8. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the City kept for that purpose at the principal office of the City Administrator, by the Owner hereof in person or by such Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City, duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the City with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

This Note shall not be transferred to any person other than an Affiliate, or other related entity of the Owner, unless the City has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids have caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

CITY OF GRAND RAPIDS

City Administrator

Mayor

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator, in the name of the person last listed below.

Date of
Registration

Registered Owner

Signature of
City Administrator

Majestic Pines Grand, LLC
Federal Tax I.D. No. _____

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note shall be issued as a single typewritten note numbered R-1.

The Note shall be issuable only in fully registered form. Principal of and interest on the Note shall be payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Principal of and interest on the Note shall be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not such day is a business day.

3.03. Registration. The City hereby appoints the City Administrator to perform the functions of registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its office a bond register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note shall not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the City has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until such Payment Date.

(c) Cancellation. The Note surrendered upon any transfer shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Note or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case any Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. The Note so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of its Mayor and City Administrator. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Note has been so executed, it shall be delivered by the City Administrator to the Owner thereof in accordance with the Agreement.

Section 4. Security Provisions.

4.01. Pledge. The City hereby pledges to the payment of the principal of and interest on the Note all Administrative Tax Increment as defined in the Note.

Administrative Tax Increment shall be applied to payment of the principal of and interest on the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid pursuant to this resolution) remains unpaid, the City shall maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the Note. The City irrevocably agrees to appropriate to the Bond Fund in each year Administrative Tax Increment. Any Administrative Tax Increment remaining in the Bond Fund shall be transferred to the City's account for the TIF District upon the termination of the Note in accordance with its terms.

Section 5. Certification of Proceedings.

5.01. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 6. Effective Date. This resolution shall be effective upon full execution of the Amendment.

Adopted this 9th day of February, 2015.

Mayor

City Clerk

EXHIBIT A

AMENDMENT OF SUBORDINATION AGREEMENT

FIRST AMENDMENT TO ASSIGNMENT OF TAX INCREMENT FINANCING AND SUBORDINATION AGREEMENT

This FIRST AMENDMENT TO ASSIGNMENT OF TAX INCREMENT FINANCING AND SUBORDINATION AGREEMENT ("First Amendment") is effective as of _____, 2015, by and between MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company, its successors and assigns ("Borrower"), whose address is P.O. Box 340, Walker, Minnesota 56484; GRAND RAPIDS STATE BANK, a Minnesota banking corporation ("Lender"), whose address is 523 NW First Avenue, Grand Rapids, Minnesota 55744; and the CITY OF GRAND RAPIDS, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota ("City"), whose address is 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744.

RECITALS

A. Lender has made credit advances to the Borrower pursuant to the following:

- i. a Promissory Note dated August 21, 2013, from Borrower to Lender in the original principal amount of \$402,349.00 (the "Note");
- ii. a Mortgage dated August 21, 2013, from Borrower to Lender (the "Mortgage") on real property described in Exhibit A hereto (the "Land") on which the Borrower will be constructing senior housing comprised of 18 memory care units, 16 enhanced care units and 39 independent living units with services, as an affordable rental property (the "Project");
- iii. a Commercial Security Agreement dated August 21, 2013, from Borrower to Lender (the "Security Agreement") granting Lender a security interest in certain of Borrower's personal property, including but not limited to certain contract rights; and
- iv. a Business Loan Agreement dated August 21, 2013, between Borrower and Lender (the "Loan Agreement," and together with the Mortgage and the Security Agreement, the "Loan Documents") establishing the terms and conditions of a loan to the Borrower by Lender of the proceeds of the Note (the "Loan") to finance a portion of the costs of the Project.

B. The Project is within Tax Increment Financing District No. 1-9 (the "TIF District") created by City.

C. City and Borrower have entered into a Contract for Private Development dated July 8, 2013, and recorded in the Office of the County Recorder, Itasca County, Minnesota, on September 20, 2013, as Document No. A000679305 (the "Original Development Agreement"), setting forth City's agreement to provide certain tax increment payments derived from the TIF District to Borrower (the "Tax Increment Financing") to reimburse Borrower for Public Development Costs and Administrative Costs (both as defined in the Original Development Agreement) as consideration for construction of the Project and the imposition of rental restrictions on the units located on the Project.

D. City has agreed to amend the Original Development Agreement in a document entitled "First Amendment to Contract for Private Development" dated _____, 2015, by and between City and Developer, and recorded in the Office of the County Recorder, Itasca County, Minnesota, on _____, 2015, as Document No. _____ (the "First Amendment to Contract for Private Development"), in order to allow additional Tax Increment Financing to reimburse the Developer for Administrative Costs.

E. In order to further evidence the Tax Increment Financing, City will issue and deliver to Borrower the following:

- i. City of Grand Rapids, Tax Increment Revenue Note in the maximum principal amount of \$402,349 (the "TIF A Note"); and
- ii. City of Grand Rapids, Tax Increment Revenue Note in the maximum principal amount of \$12,099.69 (the "TIF B Note," and together with the TIF A Note, the "TIF Note").

F. The TIF Note, the Original Development Agreement, as amended by the First Amendment to Contract for Private Development (as amended, the "Development Agreement") and any and all amendments and documents related thereto shall be referred to collectively herein as the "TIF Documents."

G. Lender required as a condition precedent to Lender making advances under the Note that (i) Borrower assign its rights and interests under the Original Development Agreement and the Tax Increment Financing to Lender, and (ii) City subordinate its rights under the Original Development Agreement to the Note and the Loan Documents.

H. Borrower has previously executed and delivered the Assignment of Tax Increment Financing and Subordination Agreement effective as of August 26, 2013, to Lender as security for repayment of the Loan and the Note, and City agreed to subordinate its rights under the Original Development Agreement to the Note and the Loan Documents (the "Original Assignment"). The Original Assignment was recorded in the Office of the County Recorder, Itasca County, Minnesota, on September 9, 2013, as Document No. A000679306.

I. Lender is requiring delivery of this First Amendment to provide that Developer's rights and obligations under the First Amendment to Contract for Private Development and the TIF B Note are assigned to Lender and that City subordinate its rights under this First Amendment and TIF B Note to the Note and the Loan Documents.

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals to this First Amendment and the recitals to the Original Assignment are incorporated into the Assignment and made a part of it.

2. Amendments. The Original Assignment is amended as follows:

a. All references to "this Assignment," "the Assignment," "this Agreement," or "the Agreement" shall be references to the Original Assignment as amended by this First Amendment.

b. All references to the "Development Agreement" shall be references to the Original Development Agreement as amended by the First Amendment to Contract for Private Development.

c. All references to the "TIF Documents" shall refer to the TIF A Note, the TIF B Note, the Original Development Agreement and the First Amendment to Contract for Private Development and any and all amendments and documents related thereto.

d. All references to the TIF Financing shall refer both to the capital cost of the Project and the Administrative Costs.

e. All references to the "TIF Note" shall be references to both the TIF A Note and the TIF B Note.

f. Exhibit B to the Original Assignment is replaced in its entirety with Exhibit B-1 and Exhibit B-2 hereto. All references to Exhibit B in the Original Assignment shall be references to Exhibit B-1 and Exhibit B-2 together.

3. Affirmation. Developer affirms all its transfers, assignments, security interests, covenants, warranties and other agreements to and with Lender as set forth in the Original Assignment. City affirms its subordination and other agreements to and with Lender as set forth in the Original Assignment.

4. Warranties. Borrower covenants, warrants and agrees that:

a. Borrower is the true and lawful, absolute owner of the TIF Note free and clear from any and all liens, security interest, encumbrances or other right, title or interest of any other person, firm or corporation.

b. Borrower has the full right and title to assign and pledge the Tax Increment Financing and Borrower's interest in the TIF Documents; that there are no outstanding claims, assignments or pledges thereof, other than as set forth hereinabove; that there are no existing defaults under the TIF Documents on the part of the parties hereto; and that Borrower has fully complied with and is not in default with regard to the TIF Documents.

c. The TIF Documents shall not be amended, altered, cancelled, modified or surrendered without the prior written consent of Lender.

d. Borrower is in material compliance with the terms, conditions and provisions of the Development Agreement.

e. No default by either Borrower or City exists under the terms of the TIF Note or Development Agreement.

f. The maturity date of the TIF Note is the earliest to occur of payment in full of the principal amount of the TIF Note and accrued interest thereon, termination of the Development Agreement, expiration of the TIF District or February 1, 2022.

g. The Development Agreement remains in full force and effect.

h. There are no defenses, setoffs or counterclaims against or with regard to the TIF Note or the Development Agreement or the indebtedness evidenced thereby. The TIF Note is a valid and enforceable obligation of City and Borrower in accordance with its terms.

5. Validity and Severability Clause. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this First Amendment.

6. Effect of First Amendment. Upon the execution of this First Amendment, the Original Assignment shall be modified in accordance herewith and this First Amendment shall form a part of the Original Assignment for all purposes.

7. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

8. Governing Law. This First Amendment is intended to be governed by the laws of the State of Minnesota.

9. Counterparts. This First Amendment may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

[Signature Pages to Follow]

BORROWER:

By: _____
 Ronald A. Duchesneau, Jr., Chief
 Manager

The foregoing instrument was acknowledged before me on _____, 2015, by Ronald A. Duchesneau, Jr., the Chief Manager of MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

LENDER:

GRAND RAPIDS STATE BANK, a Minnesota
banking corporation

By: Jeffrey S. Lee, Senior Vice President

STATE OF MINNESOTA) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on _____, 2015, by Jeffrey SMajestic. Lee, Senior Vice President of GRAND RAPIDS STATE BANK, a Minnesota banking corporation, on behalf of the corporation.

Notary Public

(Signature page to First Amendment to Assignment of Tax Increment Financing and Subordination Agreement between Majestic Pines Grand, LLC, Grand Rapids State Bank and City of Grand Rapids)

CITY:

CITY OF GRAND RAPIDS, MINNESOTA, a
municipal corporation and political
subdivision of the State of Minnesota

By _____
Its Mayor

By _____
Its Administrator

STATE OF MINNESOTA) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me on _____, 2015, by _____, the Mayor, and _____, the Administrator of City of Grand Rapids, Minnesota, on behalf of City.

Notary Public

THIS DOCUMENT WAS PREPARED BY AND
WHEN RECORDED RETURN TO:

Fryberger, Buchanan, Smith & Frederick, P.A
302 West Superior Street, Suite 700
Duluth, MN 55802
MFS

EXHIBIT B-1
TO
ASSIGNMENT OF TAX INCREMENT FINANCING
AND SUBORDINATION AGREEMENT

ALLONGE ENDORSEMENT TO NOTE

FOR VALUE RECEIVED, MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company, endorses, assigns and transfers to GRAND RAPIDS STATE BANK, a Minnesota banking corporation, all of its right, title and interest in and to the following described Note:

City of Grand Rapids, Tax Increment Revenue Note, Series 20__, dated ____, 20__, in the original principal amount of \$402,349.00 executed by City of Grand Rapids, as maker, to Majestic Pines Grand, LLC, a Minnesota limited liability company, as holder.

Dated at Grand Rapids, Minnesota, on ____, 20__.

MAJESTIC PINES GRAND, LLC, a
Minnesota limited liability company

By: _____
Ronald A. Duchesneau, Jr., Chief
Manager

THIS ALLONGE IS TO BE AFFIXED TO THE NOTE DESCRIBED ABOVE

EXHIBIT B-2
TO
ASSIGNMENT OF TAX INCREMENT FINANCING
AND SUBORDINATION AGREEMENT

ALLONGE ENDORSEMENT TO NOTE

FOR VALUE RECEIVED, MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company, endorses, assigns and transfers to GRAND RAPIDS STATE BANK, a Minnesota banking corporation, all of its right, title and interest in and to the following described Note:

City of Grand Rapids, Tax Increment Revenue Note, Series 20__, dated ____, 20__, in the original principal amount of \$12,099.69 executed by City of Grand Rapids, as maker, to Majestic Pines Grand, LLC, a Minnesota limited liability company, as holder.

Dated at Grand Rapids, Minnesota, on ____, 20__.

MAJESTIC PINES GRAND, LLC, a
Minnesota limited liability company

By: _____
Ronald A. Duchesneau, Jr., Chief
Manager

THIS ALLONGE IS TO BE AFFIXED TO THE NOTE DESCRIBED ABOVE

FIRST AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT

This First Amendment to Contract for Private Development (the "Amendment") dated as of _____, 2015, by and between the CITY OF GRAND RAPIDS, MINNESOTA, a Minnesota municipal corporation (the "City"), and MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company (the "Developer").

RECITALS

A. The City currently administers Municipal Development District No. 1 (the "Development District") pursuant to Minnesota Statutes, Sections 469.124 to 469.134 (the "Development District Act") within the City.

B. The City approved a Tax Increment Financing Plan for Tax Increment Financing District No. 1-9 (the "TIF District") pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, made up of the area developed by Developer (the "Development Property").

C. The City and Developer executed a certain Contract for Private Development, dated as of July 8, 2013 (the "Contract"), whereunder the City pledged Available Tax Increment (as defined in the Contract) to reimburse certain costs incurred by Developer in connection with the development of minimum improvements to the Development Property (the "Public Development Costs").

D. The City and Developer have agreed to modify certain terms and conditions of the Contract as set forth below.

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

1. Amendment to Section 1.1 of the Contract. Section 1.1 of the Contract is amended to add the following definitions:

"Administrative Tax Increment" means, on any payment date under the B Note, five percent (5%) of the Tax Increment attributable to the TIF District and received by the City from the County pursuant to the TIF Act in the six-month period before such payment date.

"B Note" means the tax increment revenue note to be issued by the City under Section 3.4 hereof, or any obligation issued to refund such note.

2. Amendment to Section 3.4 of the Contract. Section 3.4 of the Contract is amended to read as follows:

Section 3.5. Payment of Administrative Costs. (a) The Developer agrees that it will pay upon demand by the City, Administrative Costs (as hereafter defined). For the purposes of this Agreement, the term "Administrative Costs" means out-of-pocket costs incurred by the City attributable to or incurred in connection with the establishment of the TIF District, the negotiation and preparation of this Agreement and other documents and agreements in connection with the development contemplated hereunder. Out-of-pocket Administrative Costs shall be evidenced by invoices, statements or other reasonable written evidence of the costs incurred by the City.

(b) In order to reimburse the Developer for a portion of Administrative Costs, the City will issue an additional TIF Note (the "B Note") in the maximum principal amount of \$12,099.69, secured solely by Administrative Tax Increment. The terms of the B Note, including maturity and payment dates, will be substantially those set forth in the authorizing resolution shown in Exhibit E. The B Note will be dated as of the date of delivery. The B Note will be issued within thirty days (30) after payment by Developer of the Administrative Costs evidenced to the City.

(c) The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Administrative Tax Increment, or that revenues pledged to the B Note will be sufficient to pay the principal and interest on the B Note. Developer expressly acknowledges that amounts of Administrative Tax Increment will be determined, in part, by the estimated market value of the completed Minimum Improvements and that if the market value assigned by the County is less than Developer anticipated at the time this Agreement was negotiated, Administrative Tax Increment may be insufficient to pay all principal and interest on the B Note. Developer further acknowledges that estimates of Tax Increment prepared by the City or its financial advisors in connection with the TIF District or this Agreement are for the benefit of the City, and are not intended as representations on which the Developer may rely.

3. Addition of Exhibit E. The Contract is amended to add a new Exhibit E, attached to this Amendment as Exhibit A.

4. Miscellaneous. Except as amended by this Amendment, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have caused this Amendment to be duly executed by their duly authorized representatives.

MAJESTIC PINES GRAND, LLC

CITY OF GRAND RAPIDS

By _____
Its _____

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ and _____, the Mayor and City Administrator of the City of Grand Rapids, a Minnesota municipal corporation, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ of MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

Exhibit A

EXHIBIT E to CONTRACT FOR PRIVATE DEVELOPMENT

AUTHORIZING RESOLUTION

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING FIRST AMENDMENT TO
CONTRACT FOR PRIVATE DEVELOPMENT AND
AWARDING THE SALE OF, AND PROVIDING THE FORM,
TERMS, COVENANTS AND DIRECTIONS FOR THE
ISSUANCE OF ITS \$12,099.69 TAX INCREMENT REVENUE
NOTE, SERIES 2015B.**

BE IT RESOLVED BY the City Council ("Council") of the City of Grand Rapids, Minnesota (the "City") as follows:

Section 1. Authorization; Award of Sale.

1.01. Authorization. The City has heretofore approved the establishment of its Tax Increment Financing District No. 1-9 (the "TIF District") within Development Project No. 1 ("Project"), has adopted a tax increment financing plan for the purpose of financing certain improvements within the Project, and has approved that certain Contract for Private Development between the City and Majestic Pines Grand, LLC (the "Developer"), dated as of July 8, 2013 (the "Agreement").

Pursuant to Minnesota Statutes, Section 469.178, the City is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the Development District. Such bonds are payable from all or any portion of revenues derived from the TIF District and pledged to the payment of the bonds. The City hereby finds and determines that it is in the best interests of the City that it issue and sell its \$12,099.69 Tax Increment Revenue Note, Series 2015B (the "Note") for the purpose of financing certain public costs of the Project.

1.02. Amendment Approved; Issuance, Sale, and Terms of the Note. The City hereby approves the First Amendment to the Agreement (the "Amendment"), and authorizes the Mayor and City Administrator to execute such Amendment in substantially the form on file with the City, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the Amendment by such officials is conclusive evidence of their approval. The City hereby delegates to the City Administrator the determination of the date on which the Note is to be delivered, in accordance with the Amendment. The Note shall be sold to the Developer (the "Owner") and cannot be transferred or assigned without the

written consent of the City. The Note shall be dated the date of delivery thereof, and shall bear interest from the date of issue at the rate of four percent (4.0%) per annum to the earlier of maturity or prepayment.

Section 2. Form of Note. The Note shall be in substantially the following form, with the blanks to be properly filled in as of the date of issue:

(The remainder of this page is intentionally left blank.)

UNITED STATE OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

No. R-1

\$12,099.69

TAX INCREMENT REVENUE NOTE
SERIES 2015B

<u>Rate</u>	<u>Date of Original Issue</u>
4.0%	

The City of Grand Rapids ("City") for value received, certifies that it is indebted and hereby promises to pay to Majestic Pines Grand, LLC, a Minnesota limited liability company, or registered assigns (the "Owner"), the principal sum of \$12,099.69 and to pay interest thereon at the rate of four percent (4.0%) per annum, but solely from the sources and to the extent set forth herein.

1. Payments. Principal and interest (the "Payments") shall be paid on August 1, 2016 and each February 1 and August 1 thereafter to and including February 1, 2022 ("Payment Dates") in the amounts and from the sources set forth in Section 3 herein. Payments shall be applied first to accrued interest, and then to unpaid principal.

Payments are payable by mail to the address of the Owner or such other address as the Owner may designate upon 30 days written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Interest at the rate stated herein shall accrue on the unpaid principal, commencing on the date of original issue as of August 1, 2015. Interest shall be computed on the basis of a year of 360 days and charged for actual days principal is unpaid.

3. Administrative Tax Increment. (a) Payments on this Note are payable on each Payment Date solely from and in the amount of "Administrative Tax Increment," which shall mean, on each Payment Date, five percent (5%) of the Tax Increment attributable to the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, all as such terms are defined in the Contract for Private Development between the City and Owner dated as of July 8, 2013, as amended by the First Amendment thereto, dated as of _____, 2015 (together, the "Agreement").

(b) The City shall have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Administrative Tax Increment and the failure of the City to pay the entire amount of principal or interest on this Note on any Payment Date shall not

constitute a default hereunder as long as the City pays principal and interest hereon to the extent of Administrative Tax Increment. The City shall have no obligation to pay unpaid balance of principal or accrued interest that may remain after the final Payment on February 1, 2022.

The City makes no warranty or representation that Administrative Tax Increment will be sufficient to pay all or any portion of the principal or interest on this Note.

4. Default. If on any Payment Date there has occurred and is continuing any Event of Default under the Agreement, the City may withhold from payments hereunder under all Administrative Tax Increment. If the Event of Default is thereafter cured in accordance with the Agreement, the Administrative Tax Increment withheld under this Section shall be deferred and paid, without interest thereon, within 30 days after the Event of Default is cured. If the Event of Default is not cured in a timely manner, the City may terminate this Note by written notice to the Owner in accordance with the Agreement.

5. Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

6. Termination. At the City option, this Note shall terminate and the City's obligation to make payments under this Note shall be discharged upon the occurrence of an Event of Default on the part of the Developer as defined in Section 9.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 9.2 of the Agreement.

7. Nature of Obligation. This Note is one of an issue in the total principal amount of \$12,099.69, issued to aid in financing certain administrative costs of a Project undertaken by the City pursuant to Minnesota Statutes, Sections 469.124 through 469.134, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the City on _____, 2015, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This Note and the interest hereon is a limited obligation of the City which is payable solely from Administrative Tax Increment pledged to the payment hereof under the Resolution. This Note shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Administrative Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

8. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the City kept for that purpose at the principal office of the City Administrator, by the Owner hereof in person or by such Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City, duly executed by the Owner. Upon such transfer or exchange and the payment by the

Owner of any tax, fee, or governmental charge required to be paid by the City with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

This Note shall not be transferred to any person other than an Affiliate, or other related entity of the Owner, unless the City has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids have caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

CITY OF GRAND RAPIDS

City Administrator

Mayor

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator, in the name of the person last listed below.

Date of
Registration

Registered Owner

Signature of
City Administrator

Majestic Pines Grand, LLC
Federal Tax I.D. No. _____

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note shall be issued as a single typewritten note numbered R-1.

The Note shall be issuable only in fully registered form. Principal of and interest on the Note shall be payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Principal of and interest on the Note shall be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not such day is a business day.

3.03. Registration. The City hereby appoints the City Administrator to perform the functions of registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its office a bond register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note shall not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the City has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until such Payment Date.

(c) Cancellation. The Note surrendered upon any transfer shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Note or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note and for all other purposes, and all such payments so made

to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case any Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. The Note so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of its Mayor and City Administrator. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Note has been so executed, it shall be delivered by the City Administrator to the Owner thereof in accordance with the Agreement.

Section 4. Security Provisions.

4.01. Pledge. The City hereby pledges to the payment of the principal of and interest on the Note all Administrative Tax Increment as defined in the Note.

Administrative Tax Increment shall be applied to payment of the principal of and interest on the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid pursuant to this resolution) remains unpaid, the City shall maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the Note. The City irrevocably agrees to appropriate to the Bond Fund in each year Administrative Tax Increment. Any Administrative Tax Increment remaining in the Bond Fund shall be transferred to the City's account for the TIF District upon the termination of the Note in accordance with its terms.

Section 5. Certification of Proceedings.

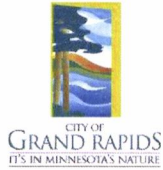
5.01. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 6. Effective Date. This resolution shall be effective upon full execution of the Amendment.

Adopted this ____ day of _____, 2015.

Mayor

City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1090	Version:	1	Name:	Adopt an Ordinance to Create a Police Community Advisory Board
Type:	Agenda Item	Status:		Status:	Police
File created:	2/3/2015	In control:		In control:	City Council
On agenda:	2/9/2015	Final action:		Final action:	
Title:	Adopt an Ordinance to Create a Police Community Advisory Board				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance to Create a Police Community Advisory Board				

Date	Ver.	Action By	Action	Result
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Adopt an Ordinance to Create a Police Community Advisory Board

Background Information:

The Police Department is recommending the creation of a Police Community Advisory Board to help identify and focus on public safety issues, collaborate with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns. The Board would act in an advisory capacity to the Police Department and City Council as it relates to police-community relations, planning, police training, programming and public education.

The proposal to create this board was discussed at the City Council workshop on January 26th. The Board would consist of seven representatives, a majority of which must be Grand Rapids residents, be representative of the community and appointed by the City Council. The Board would meet periodically and serve without compensation.

Staff Recommendation:

Before you this evening is an ordinance establishing the Police Community Advisory Board. It is staff's recommendation that the City Council adopt the ordinance creating this board.

Requested City Council Action

If the City Council so desires, pass the resolution establishing the Police Community Advisory Board, authorizing staff to publish the ordinance in summary form and direct staff to advertise for potential members whose names will be brought before the Council at a future meeting for appointment consideration.

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

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA
ESTABLISHING A POLICE COMMUNITY ADVISORY BOARD**

THE CITY COUNCIL OF THE CITY OF GRAND RAPIDS, MINNESOTA, DOES ORDAIN:

That the following Division ____, Police Community Advisory Board, is adopted and added to Grand Rapids Code, Chapter ____.

Sec. _-____. - Police Community Advisory Board established

There is created a Police Community Advisory Board, which shall have the membership, responsibilities, and authority as set forth in this division.

Sec. _-____. -Purpose

The Police Community Advisory Board is established to enhance lines of communication between Grand Rapids residents, Police Department and City Council. Together the Advisory Board and the Police Department will identify and focus on public safety issues and collaborate with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns. The Board provides recommendations to the Chief of Police and City Council as to how issues should be addressed.

Sec. _-____. - Membership, appointments.

The Police Community Advisory Board shall be composed of seven members, with members being appointed by the city council. Vacancies shall be filled for the unexpired portion of a departing member's term by action of the city council. Members of the board shall exclude themselves from taking any action when personal business relationships are acted upon by this board. Members will be appointed according to city policy regarding residency requirements.

Sec. _-____. Officers and their duties.

- (a) At the first meeting of each year, members of the commission shall select, by majority vote, a chair, vice chair, and secretary to serve until the end of that year and until a successor is chosen.
- (b) The chair shall:

- Set the agenda and preside at meetings of the Board
- Call additional meetings as needed
- Assign duties to Board members
- Arrange meetings with other commissions, boards and organizations from the public, private and non-profit sectors as needed
- Communicate with the city council and staff as needed
- Provide overall leadership to the Board in carrying out its purposes and responsibilities

(c) In the absence of or at the request of the chair, the duties of the chair shall be performed by the vice chair, and in the absence of both the chair and vice chair, by the secretary.

(d) The secretary shall keep minutes and maintain permanent records of every meeting of the Board, and shall submit minutes for approval at each successive meeting. The secretary shall serve as correspondent for the Board. Copies of the minutes of all meetings shall be filed with the city clerk.

Sec. _-____. - Term of appointments.

The term of each Police Community Advisory Board member shall be three years. A member shall serve until his successor is appointed and qualified. The city council reserves the right to waive this rule. Upon initial creation of the Police Community Advisory Board the City Council may appoint Board members for terms other than three years for the purpose of staggering terms.

Sec. _-____. - Meetings.

All meetings of the Police Community Advisory Board shall be held in conformance with Minn. Stat. § 471.705. The board shall hold regular quarterly meetings at a time and place to be set by the board, and such special meetings as may be called as deemed necessary by the board chairperson or secretary. The board shall keep and preserve accurate minutes of each meeting of the board or any committee thereof and these minutes shall be kept on file in the city administrator's office. The board shall adopt bylaws/rules of conduct for its meetings and the transaction of its business. A majority shall constitute a quorum for taking action. Each member shall have one vote.

Sec. _-____. - Officers.

The Police Community Advisory Board shall annually elect a chairperson, vice-chairperson and secretary from among its appointed members. They shall have the duties as implied by their titles.

Sec. __-____. – Duties of the Board

(a) The Police Community Advisory Board shall have the responsibility to advise the city council and police chief in matters pertaining to police service in the city. These include:

1. Enhancement of police community relations;
2. Community perspective and recommendations concerning procedures, programs, use of technology and the effectiveness of police service;
3. Promoting public awareness of the City's police services and programs;
4. Conduct meetings to solicit public input regarding police services and programs;
5. Review significant community issues and make recommendations;
6. Encourage individuals and community groups to assist the police department in the implementation of police programs and services;
7. Assist the police department in the budget process through review, program evaluation and priority recommendation;
8. Review and make recommendations concerning other matters as may be referred to the Board, from time to time, via the police chief, city administrator , Mayor and city council.

Sec. __-____. Quorum. For the transaction of business at any meeting of the Board, a quorum consisting of at least one-half of all members shall be required.

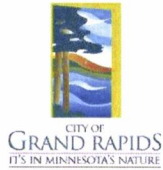
Sec. __-____. Staff support. A city staff member shall act as liaison to the Board, provide staff support, and help get recommendations for the commission on the agenda for consideration by the city council when necessary.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this ____ day of _____, 2015.

Dale Adams, Mayor

Attest:

Thomas Pagel, City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1093	Version:	1	Name:	Appointment of Michael Liebel to the position of Fire Chief.
Type:	Agenda Item	Status:		Administration Department	
File created:	2/4/2015	In control:		City Council	
On agenda:	2/9/2015	Final action:			
Title:	Appointment of Michael Liebel to the position of Fire Chief.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Appointment of Michael Liebel to the position of Fire Chief.

Background Information:

With the retirement of Fire Chief A.J. Morse on March 3, 2015, an interview committee consisting of City Administrator Tom Pagel, Chief of Police Scott Johnson, Leadership Consultant Dale Rosier, and Human Resources Director Lynn DeGrio is recommending the appointment of Michael Liebel to the position effective March 3, 2015.

Mike became a firefighter for the City of Grand Rapids on September 14, 1988. On January 1, 2009 Mike was appointed to the position of Haz-Mat Training Assistant and on October 1, 2010 was promoted to Captain. Mike is currently serving as 2nd Assistant Chief, a position he has held since June 11, 2012.

Staff Recommendation:

The interview committee consisting of City Administrator Tom Pagel, Chief of Police Scott Johnson, Leadership Consultant Dale Rosier, and Human Resources Director Lynn DeGrio is recommending the appointment of Michael Liebel to the position effective March 3, 2015.

Requested City Council Action

Consider the appointment of Michael Liebel to the position of Fire Chief effective March 3, 2015 at a rate of \$846.93 per month.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1096	Version:	1	Name:	VERIFIED CLAIMS
Type:	Agenda Item	Status:		Status:	Verified Claims
File created:	2/4/2015	In control:		In control:	City Council
On agenda:	2/9/2015	Final action:			
Title:	Consider approving the verified claims for the period January 17, 2015 to February 2, 2015 in the total amount of \$514,076.33.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City Council Bill List 02-09-2015.pdf				

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period January 17, 2015 to February 2, 2015 in the total amount of \$514,076.33.

Requested City Council Action

Consider approving the verified claims for the period January 17, 2015 to February 2, 2015 in the total amount of \$514,076.33.

DATE: 02/04/2015
 TIME: 09:47:00
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/09/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	2,084.44
0519650	ESRI INC	8,250.00
1215630	LOREN SOLBERG CONSULTING, LLC	5,705.40
1415377	NORTHERN BUSINESS PRODUCTS INC	18.98
1920240	CHAD B STERLE	9,500.00
TOTAL CITY WIDE		25,558.82
ADMINISTRATION		
0718060	GRAND RAPIDS NEWSPAPERS INC	46.00
1415377	NORTHERN BUSINESS PRODUCTS INC	301.42
1506265	NORTHERN OFFICE OUTFITTER INC	190.30
TOTAL ADMINISTRATION		537.72
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	28.11
0301685	CARQUEST AUTO PARTS	47.57
1909510	SIM SUPPLY INC	-31.43
TOTAL BUILDING MAINTENANCE-CITY HALL		44.25
COMMUNITY DEVELOPMENT		
0300075	CW TECHNOLOGY	80.11
2201650	VAR RESOURCES, INC.	1,614.12
TOTAL COMMUNITY DEVELOPMENT		1,694.23
COUNCIL/COMMISSION/BOARDS		
0221650	BURGGRAP'S ACE HARDWARE INC	13.98
TOTAL COUNCIL/COMMISSION/BOARDS		13.98
ENGINEERING		
0519650	ESRI INC	16,750.00
TOTAL ENGINEERING		16,750.00
FIRE		
0103325	ACHESON TIRE COMPANY INC	25.00

DATE: 02/04/2015
 TIME: 09:47:00
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 02/09/2015

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
1309180	MN STATE FIRE CHIEFS ASSOC	321.00
1920555	STOKES PRINTING COMPANY	7.38
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
2301725	WATER RESCUE INNOVATIONS, INC.	1,198.00
TOTAL FIRE		1,901.38
INFORMATION TECHNOLOGY		
0401740	DATEL CONSULTING GROUP	267.00
TOTAL INFORMATION TECHNOLOGY		267.00
PUBLIC WORKS		
0100002	3D SPECIALTIES	403.08
0100046	ASV, LLC	169.50
0121721	AUTO VALUE - GRAND RAPIDS	22.99
0301685	CARQUEST AUTO PARTS	300.13
0312750	CLUSIAU SALES	124.00
0315455	COLE HARDWARE INC	129.55
0315501	COMPASS MINERALS AMERICA, INC.	12,827.13
0514802	ENVIROTECH SERVICES INC	5,355.00
0601690	FASTENAL COMPANY	470.86
0718021	GRAND RAPIDS GM INC	97.52
0800040	H & L MESABI	1,304.00
0801836	HAWKINSON SAND & GRAVEL	263.52
1415030	NAPA SUPPLY OF GRAND RAPIDS	119.67
1415492	NORTHERN ENGINE & SUPPLY	698.26
1415640	NORTRAX EQUIPMENT COMPANY	616.17
1421155	NUCH'S IN THE CORNER	24.00
1421700	NUSS TRUCK GROUP INC	71.30
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,820.00
1615650	PORTABLE JOHN	304.00
1621125	PUBLIC UTILITIES COMMISSION	8,038.80
1801590	RAPIDS FORD LINCOLN	32.56
2015600	TOPIARY ART WORK	914.69
2015825	TOWMASTER INC	454.78
2300600	W.P. & R.S. MARS COMPANY	234.72
TOTAL PUBLIC WORKS		34,796.23
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	32.98
0301685	CARQUEST AUTO PARTS	1,385.48

DATE: 02/04/2015
 TIME: 09:47:00
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 02/09/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0609671	FIRE SAFETY USA, INC	200.00
0805640	HERC-U-LIFT	36.13
1201850	LAWSON PRODUCTS INC	492.84
1415030	NAPA SUPPLY OF GRAND RAPIDS	113.97
TOTAL FLEET MAINTENANCE		2,261.40
POLICE		
0121721	AUTO VALUE - GRAND RAPIDS	106.00
0121725	AUTOMOTIVE ELECTRIC SERVICE	100.00
0301685	CARQUEST AUTO PARTS	465.96
0718060	GRAND RAPIDS NEWSPAPERS INC	23.00
1309149	MN CHIEFS OF POLICE ASSOC	25.00
1920233	STREICHER'S INC	152.99
2000400	T J TOWING	220.00
T000684	MID STATES ORGANIZED CRIME	150.00
TOTAL POLICE		1,242.95
RECREATION		
1920555	STOKES PRINTING COMPANY	29.27
TOTAL RECREATION		29.27
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	132.38
0315455	COLE HARDWARE INC	59.92
0405223	DEER RIVER HIRED HANDS INC	100.00
1305060	MEDS-1 INC	140.00
TOTAL		432.30
AIRPORT		
0315455	COLE HARDWARE INC	51.60
0801450	HALI-BRITE INC	341.46
TOTAL		393.06
CIVIC CENTER		

DATE: 02/04/2015
 TIME: 09:47:00
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 02/09/2015

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
T001000	STEVEN SNYDER	360.00
	TOTAL	360.00
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	27.90
0114200	ANDERSON GLASS	600.00
0118230	ARENA WAREHOUSE, LLC	1,292.00
0205153	BECKER ARENA PRODUCTS INC	134.00
0215890	BOY SCOUT TROUP 41	250.13
0218575	BROTHERS FIRE PROTECTION	1,192.00
0300020	CTM SERVICES INC	6,300.00
0300200	CDW GOVERNMENT INC	459.19
0315495	COMMERCIAL REFRIGERATION	555.00
0501656	THE EARTHGRAINS COMPANY INC	121.46
0605670	FERRELLGAS	664.09
0701650	GARTNER REFRIGERATION CO	1,472.97
0718010	CITY OF GRAND RAPIDS	1,700.00
1105640	KERNEL CONCESSION SUPPLY	768.30
1200500	L&M SUPPLY	167.93
1301168	MARKETPLACE FOODS	68.86
1305060	MEDS-1 INC	140.00
1309332	MN STATE RETIREMENT SYSTEM	1,482.38
1415655	NORVEND INC	80.00
1605611	PEPSI-COLA	2,094.03
1618568	PROGUARD SPORTS INC	1,056.71
1721105	QUALITY REFRIGERATION & HTG	116.50
1801610	RAPIDS PLUMBING & HEATING INC	476.20
1901535	SANDSTROM COMPANY INC	2,681.07
1909510	SIM SUPPLY INC	368.80
2116600	UPPER LAKE FOODS INC	893.57
2300600	W.P. & R.S. MARS COMPANY	1,364.90
	TOTAL GENERAL ADMINISTRATION	26,527.99
STATE HAZ-MAT RESPONSE TEAM		
2300600	W.P. & R.S. MARS COMPANY	239.10
	TOTAL	239.10
CEMETERY		

DATE: 02/04/2015
 TIME: 09:47:00
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 02/09/2015

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
0103325	ACHESON TIRE COMPANY INC	31.38
0221650	BURGGRAF'S ACE HARDWARE INC	16.54
0315455	COLE HARDWARE INC	21.90
0315472	COMFORT HEATING LLC	1,490.00
TOTAL		1,559.82
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	13.94
1415048	NORTH COUNTRY VET CLINIC	51.00
TOTAL		64.94
GENERAL CAPITAL IMPRV PROJECTS		
2014 BLDG IMPROVEMENTS		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	125.00
TOTAL 2014 BLDG IMPROVEMENTS		125.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
1809205	RIDES, LLC	2,429.99
TOTAL CAPITAL OUTLAY-FIRE DEPT		2,429.99
2014 CAPITAL EQUIP CERTIFICATE		
POLICE		
0409300	DIGITAL ALLY INC	240.00
TOTAL POLICE		240.00
STORM WATER UTILITY		
1605665	PERSONNEL DYNAMICS LLC	442.00
1621125	PUBLIC UTILITIES COMMISSION	3,077.68
TOTAL		3,519.68
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 120,989.11
CHECKS ISSUED-PRIOR APPROVAL		

DATE: 02/04/2015
 TIME: 09:47:00
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/09/2015

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T	316.40
0114210	D. ANDERSON - CHANGE FUND	5,040.00
0201354	B. BAIRD-PETTY CASH FUND	48.82
0205640	LEAGUE OF MN CITIES INS TRUST	120,902.00
0218100	BRENT BRADLEY	40.00
0305530	CENTURYLINK COMMUNICATIONS LLC	52.95
0315454	TRAVIS COLE	193.00
0405305	LYNN DEGRIO	40.00
0405447	DELTA DENTAL OF MINNESOTA	2,647.80
0405505	JAMES DENNY	319.50
0605191	FIDELITY SECURITY LIFE INS CO	52.70
0609700	CARL EDWARD FISCHER	20.80
0715818	GOVERNMENT TRAINING SERVICES	265.00
0718015	GRAND RAPIDS CITY PAYROLL	215,238.08
0718070	GRAND RAPIDS STATE BANK	25.00
0900060	ICTV	22,524.99
1101645	LASHA KARELS	40.00
1209516	LINCOLN NATIONAL LIFE	1,045.90
1309150	MN CHIEFS OF POLICE ASSOC.	680.00
1309199	MINNESOTA ENERGY RESOURCES	5,998.84
1309256	MN MANAGEMENT & BUDGET	2,680.00
1309338	MN STATE TREAS/BLDG INSPECTOR	1,917.84
1309381	UNIVERSITY OF MINNESOTA	370.00
1315654	NATHAN MORLAN	301.00
1315665	KELLY MORRIS	298.73
1503151	OCCUPATION DEVELOPMENT CENTER	41.50
1601750	PAUL BUNYAN COMMUNICATIONS	275.26
1615500	SHAUN POMPLUN	80.00
1621125	PUBLIC UTILITIES COMMISSION	485.58
1621130	P.U.C.	7,705.99
1801239	RADTKE PHYSICAL THERAPY	37.87
1901820	WILLIAM SAW	64.00
1913336	MORGAN STANLEY	1,002.74
1913344	HEATH SMITH	40.00
1921620	SUPERIOR USA BENEFITS CORP	231.00
2000100	TASC	30.60
2114360	UNITED PARCEL SERVICE	80.45
2301700	WASTE MANAGEMENT	1,427.88
2305447	WELLS FARGO BANK NA	525.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$ 393,087.22

TOTAL ALL DEPARTMENTS

\$ 514,076.33