

Public



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, July 14, 2014

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, July 14, 2014 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

PRESENTATIONS/PROCLAMATIONS

[14-0626](#) Construction update - Julie Kennedy, City Engineer

5:05 PM 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.

PUBLIC FORUM

COUNCIL REPORTS

5:10 PM APPROVAL OF MINUTES

[14-0620](#) Approve Council minutes for Monday, June 23, 2014 Regular meeting.

Attachments: [June 23, 2014 Regular Meeting](#)

5:11 PM CONSENT AGENDA

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

1. [14-0614](#) Consider approving a resolution accepting a donation of a \$50.00 American Express gift card from Mediacom to be used at the Itasca Calvary Cemetery.

Attachments: [Mediacom Donation Resolution.pdf](#)

2. [14-0616](#) Void lost Accounts Payable check #118841, issue a new check and waiving bond requirements for check issued to Tia Marie Halvorson in the amount of \$3,324.00.
Attachments: [Affidavit of Lost Check.pdf](#)

3. [14-0617](#) Approve temporary liquor licenses for MacRostie Art Center First Friday events, scheduled for August 1, 2014 and September 5, 2014 located at 405 NW 1st Avenue, Grand Rapids.
Attachments: [MacRostie Art Temp Liquor](#)

4. [14-0619](#) Approve amended by-laws for Arts & Culture Commission.
Attachments: [Revised Arts & Culture By-laws](#)

5. [14-0621](#) Authorize the Mayor and City Administrator to sign the School Liaison Officer Agreement for the 2014-2015 school year.
Attachments: [2014-2015 Contract.pdf](#)
[Certificate.pdf](#)
[2014-2015 LIAISON.pdf](#)

6. [14-0622](#) Consider approving the balancing change order related to CP 2012-3, 4th Avenue NE and CP 2013-1, 7th Avenue NW Reconstruction.
Attachments: [7-14-14 Attachment CP 2012-3 & CP 2013-1 BalancingCO.pdf](#)

7. [14-0623](#) Consider approving the balancing change order related to CP 2012-4A, CP 2010-2, and CP 2013-3, Citywide and Remer DeSchepper Overlays and 1st Avenue NE-Friesen Addition Construction.
Attachments: [7-14-14 Attachment CP2012-4A CP2010-2 & CP2013-3 BalancingCO.pdf](#)

8. [14-0624](#) Enter into a contract with Stauber's Goalcrease
Attachments: [Stauber Contract 2014](#)

9. [14-0632](#) Request by the Police Department to adopt a resolution accepting \$ 24,855.44 worth of tactical equipment from the Northeast Law Enforcement Administrators Council.
Attachments: [Grant inventory form.docx](#)
[PD NLEAC Tactical Equip Res.pdf](#)

10. [14-0633](#) Consider approving a resolution accepting donation of \$100.00 from the Fraternal Order of Eagles #2469 to be used towards the 4th of July Fireworks.
Attachments: [Eagles Resolution.pdf](#)

11. [14-0635](#) Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule to include a fee for "Payment in Lieu of Commercial Land Dedication".
Attachments: [Resolution- Community Development Fee Schedule: Value-per-worker](#)

12. [14-0636](#) Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the issuance of Capital Improvement Bonds to finance capital expenditures under a five-year capital improvement plan.
Attachments: [Grand Rapids 2014 CIP Resol Calling P H.pdf](#)
13. [14-0650](#) Consider adopting a resolution authorizing the award of a construction contract with Hammerlund Construction in the amount of \$191,000.00 for CP 2012-12, the Safe Routes To School (SRTS) Project.
Attachments: [7-14-14 Resolution CP 2012-12 SRTS Award Contract.pdf](#)
14. [14-0652](#) Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the the abatement of all or a part of the taxes levied by the City on real property within its boundaries (the "Abatement") and issue general obligation bonds to finance the public infrastructure improvements.
Attachments: [Grand Rapids 2014 Abatement Resol Calling P H \(2\).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 ACKNOWLEDGE BOARDS & COMMISSIONS
PM

15. [14-0642](#) Acknowledge minutes for Boards & Commissions
Attachments: [April 10, 2014 GREDA Minutes](#)
[May 8, 2014 GREDA Minutes](#)
[May 22, 2014 GREDA Minutes](#)
[June 3, 2014 Arts & Culture](#)
[June 20, 2014 Arts & Culture Special Meeting](#)
[May 21, 2014 HRA](#)

5:16 DEPARTMENT HEAD REPORT
PM

16. [14-0655](#) Administration Department ~ Tom Pagel

5:26 COMMUNITY DEVELOPMENT
PM

17. [14-0628](#) Consider adopting the SCDP Commercial and Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook.
Attachments: [2014 SCDP Commercial and Residential Rehab Program Policy](#)

5:30 POLICE DEPARTMENT
PM

18. [14-0651](#) Accept the Civil Service list of certified candidates for Security Officers. Appoint Jeff Lyman and Carl Fisher to the position of full-time Security Officer and appoint Gregg Deutsch, Karl Newman, Joe Rabbers, Samantha Perry, Jeffrey Roerick and Gary DeGrio to the position of part-time Security Officer.

Attachments: [Sec. Description.pdf](#)
[GICH - Grand Rapids PD Agreement - Final 3-4-14.pdf](#)

**5:35 ADMINISTRATION DEPARTMENT
PM**

19. [14-0529](#) A request from Waste Management for a rate increase in accordance with the license agreement.

Attachments: [7-14-14 Waste Management Letter](#)
[7-14-14 Waste Management PI Request Information](#)

20. [14-0625](#) Consider accepting the notice of retirement from Mary Saxton from the position of Clerk III - Library Office and Technical Processes.

Attachments: [Saxton retirement letter](#)

21. [14-0646](#) Consider accepting the notice of resignation from Dustin Lane, Firefighter.

22. [14-0637](#) A resolution awarding a contract to Nelson Roofing for the roof replacement on the IRA Civic Center

Attachments: [Civic Center Photo 1.pdf](#)
[Civic Center Photo 2.pdf](#)
[7-14-14 Resolution civic center Roof Award Contract.pdf](#)

23. [14-0638](#) A resolution approving the referendum language for a local sales tax.

Attachments: [7-14-14 Resolution Establish LST Question.pdf](#)

24. [14-0640](#) Consider a land lease with Deer River Hired Hands at the former Public Works garage property.

Attachments: [7-14-14 MDI PW Lease.pdf](#)

25. [14-0648](#) Consider allowing an additional carry over of 51.75 accumulated Flexible Time Off hours for Police Officer Gary O'Brien.

**6:00 PUBLIC HEARINGS
PM**

26. [14-0631](#) Conduct a Public Hearing to consider the adoption of an Ordinance that would amend Section 30-261 Definitions and Section 30-266 Public sites and open spaces of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.

27. [14-0634](#) Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-261 Definitions and Section 30-266 Public sites and open spaces of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.

Attachments: [Draft Ordinance: Amending Sect. 30-261 & 30-266](#)

[Exhibit "A": Section 30-261 Definitions](#)

[Exhibit "B": Section 30-266 Land Dedication Req.](#)

**6:20 VERIFIED CLAIMS
PM**

28. [14-0654](#) Consider approving the verified claims for the period June 17, 2014 to July 7, 2014 in the total amount of \$1,494,110.29, of which \$150,000.00 is investments.

Attachments: [Council Bill List 071414.pdf](#)

**6:25 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 28, 2014 , 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



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Legislation Details (With Text)

File #: 14-0626 **Version:** 1 **Name:** 7-14-14 Construction Update
Type: Agenda Item **Status:** PRESENTATIONS/PROCLAMATIONS
File created: 7/7/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Construction update - Julie Kennedy, City Engineer

Sponsors:

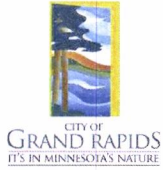
Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Construction update - Julie Kennedy, City Engineer



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0620 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 6/26/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Approve Council minutes for Monday, June 23, 2014 Regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [June 23, 2014 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Approve Council minutes for Monday, June 23, 2014 Regular meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, June 23, 2014

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, June 23, 2014 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

CALL OF ROLL

Present 5 - Councilor Barb Sanderson
Councilor Dale Christy
Councilor Ed Zabinski
Councilor Joe Chandler
Mayor Dale Adams

5:01 PM **PRESENTATIONS/PROCLAMATIONS**

Oath of Office for Officers Justin Edmunson and Gregory Lease.

Mayor Adams conducts oaths for Officers Edmunson and Lease.

Proclaim July 6, 2014 A Prairie Home Companion Day in the City of Grand Rapids.

Mayor Adams proclaims A Prairie Home Companion Day.

Construction update - Julie Kennedy, City Engineer

City Engineer Julie Kennedy provides updates on Crystal Lake Blvd project and current progress on retaining wall, 5th Street North bike lanes including ICTV news broadcast and news releases that will be done to update City residents. YMCA project is underway, for which the City is fiscal agent for grants for site improvements portion, and upcoming safe routes to school bid status.

5:10 PM **MEETING PROTOCOL POLICY**

5:11 PM **PUBLIC FORUM**

Robert Ward, 2400 Golf Course Road, addresses item #4, equipment loan agreement regarding the golf carts. Is the contract being used with other equipment? Would like to see any other contracts that are being used with other City owned property. Assuming there cannot be mutual aid as the other golf courses are private and Pokegama is public. There should be a dollar amount attached to the contract.

Recommends the Council reconsider moving forward until a complete agreement is brought forward.

Golf Director Cahill explains that Eagle Ridge Golf Course is City owned, therefore also a public entity. Sugarbrooke also loans carts to Pokegama Golf.

Market value should be noted for valuation purposes, Attorney Sterle believes that this can be calculated at the end of the golf season. Also noted is the intent to share other City property including lawn care equipment. Recommend ratification of form and content of standard contract. As agreements are made for the sharing of property, the contract will need to be submitted to Administrator Pagel for approval. This is the ratification of a process and not an actual contract.

Item #4 was pulled from consent and place as 13a on the regular agenda for further discussion.

**5:16
PM COUNCIL REPORTS**

Councilor Sanderson provides review of meeting held in Grand Rapids addressing homelessness, attended by representatives from DEED and MNDOT.

**5:20
PM APPROVAL OF MINUTES**

Approve City Council minutes for Monday, June 9, 2014 Regular Meeting.

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

**5:21
PM CONSENT AGENDA**

1. Please consider adopting a resolution to allow the Grand Rapids Police Department to accept a \$1030.39 donation from Mighty Mutts to be used for the purchase of a K-9 bullet proof vest.

Adopted Resolution 14-52 by consent roll call

2. Request by the Police Department to approve and sign an agreement with the City of Coleraine for the use of the City of Grand Rapids Animal Control Facility.

Approved by consent roll call

3. Request by the Police Department to approve and sign an agreement with Itasca County for the use of the City of Grand Rapids Animal Control Facility.

Approved by consent roll call

5. Authorize the sale of the City/Golf Course owned Toro Groundsmaster 4000D Roughmower for \$4,000.00 and removing it from the golf course asset list.
Approved by consent roll call
6. Consider adopting a resolution transferring control, authority, for Central School leasing to the Grand Rapids Economic Development Authority
Adopted Resolution 14-53 by consent roll call
7. Consider the approval and payment of the maintenance agreement with Azteca Systems, Inc. for Cityworks software for work order programming in an amount of \$4,375 with funding from the Storm Water Utility.
Approved by consent roll call
8. Consider authorizing the award of a construction contract with Hammerlund Construction in the amount of \$36,000 for the Benson Lane Street Rehabilitation.
Approved by consent roll call
9. Approve temporary liquor license for American Legion Post 60 for beer garden at Itasca County Fairgrounds on July 25, 26 & 27, 2014.
Approved by consent roll call
- 10a. Approve temporary liquor license for Grand Rapids Area Community Foundation for event to be held July 5, 2014 at the Forest History Center.
Approved by consent roll call
- 10b. Golf Agreement for Services
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Zabinski, seconded by Councilor Christy, to approve the Consent agenda as amended, removing items #4 and #10 to the regular agenda, additions of #10a & #10b to Consent. The motion carried by the following vote

Aye 5 - Councilor Barb Sanderson
Councilor Dale Christy
Councilor Ed Zabinski
Councilor Joe Chandler
Mayor Dale Adams

**5:25 SETTING OF REGULAR AGENDA
PM**

A motion was made by Councilor Dale Christy, seconded by Councilor Ed

Zabinski, to set the Regular agenda as amended. The motion PASSED by unanimous vote.

5:26 ACKNOWLEDGE BOARDS & COMMISSIONS

PM

11. Acknowledge minutes for Boards & Commissions.

*April 9, 2014 & May 14, 2014 Library Board minutes
April 16, 2014 HRA minutes
April 30, 2014 Human Rights minutes
May 6, 2014 Arts & Culture
May 14, 2014 PUC minutes
May 20, 2014 Golf Board minutes*

Acknowledge Boards and Commissions

5:27 DEPARTMENT HEAD REPORT

PM

12. Civic Center, Parks & Recreation ~ Dale Anderson

Dale Anderson provides update on Civic Center, Parks & Recreation programs and plans for another parks and trails planning meeting. New play equipment at two City parks will be installed this year, 191 youth participated in swimming lessons, and 128 girls volleyball, both programs having significant increases in participation. Demonstration on website, including virtual tours of City parks. Disc golf course is available at Legion Park for free. Mud Run scheduled for August 9th. Roof replacement bids to open on July 1st.

5:37 GOLF COURSE

PM

- 13a. Equipment Loan Agreement

Councilor Christy notes issues addressed: transparency, accountability and streamlining procedures.

Councilor Zabinski believes approval of contract should be specific to Sugarbrooke and Eagle Ridge golf courses. Specific parties will be named.

A motion was made by Councilor Christy, seconded by Councilor Sanderson, to approve standard contract specific to Sugarbrooke Golf Course and Eagle Ridge Golf Course and authorize approval of each contract by the City Administrator. The motion carried by the following vote.

Aye 5 - Councilor Barb Sanderson
Councilor Dale Christy
Councilor Ed Zabinski
Councilor Joe Chandler
Mayor Dale Adams

**5:42 POLICE DEPARTMENT
PM**

14.

Appointment of a neutral third-party hearing officer for the administrative citations, potentially dangerous and dangerous dogs.

The City is legally requirement to have a third party hearing officer with the re-implementation of the administrative citation.

A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, that this Agenda Item be Approved As Presented . The motion carried by the following vote.

Aye 5 - Councilor Barb Sanderson
Councilor Dale Christy
Councilor Ed Zabinski
Councilor Joe Chandler
Mayor Dale Adams

**5:47 ADMINISTRATION DEPARTMENT
PM**

15.

Consider allowing the Grand Rapids Fire Department to give conditional offers of employment to Will Richter and Donny Wilson pending pre-employment background screening.

A motion was made by Councilor Joe Chandler, seconded by Councilor Ed Zabinski, to approve employment offers to Will Richter and Donny Wilson pending pre-employment background screening. The motion PASSED by unanimous vote.

15a.

Consider the adoption of a resolution establishing an "Income Reuse Plan" in connection with the Small Cities Development Program (SCDP) commercial and housing rehabilitation grant from DEED.

A motion was made by Councilor Zabinski, seconded by Councilor Christy, adopte Resolution 14-54, SCDP Income Reuse Plan. The motion carried by the following vote.

Aye 5 - Councilor Barb Sanderson
Councilor Dale Christy
Councilor Ed Zabinski
Councilor Joe Chandler
Mayor Dale Adams

**5:52 VERIFIED CLAIMS
PM**

16.

Consider approving the verified claims for the period June 3, 2014 to June 16, 2014 in the total amount of \$626,470.77.

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

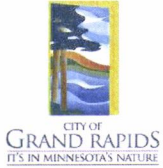
Aye 5 - Councilor Barb Sanderson
Councilor Dale Christy
Councilor Ed Zabinski
Councilor Joe Chandler
Mayor Dale Adams

**6:00 ADJOURNMENT
PM**

A motion was made by Councilor Dale Christy, seconded by Councilor Barb Sanderson, to adjourn the meeting at 6:02 PM. The motion PASSED by unanimous vote.

ADJOURNMENT

Respectfully submitted: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0614 **Version:** 1 **Name:** Mediacom Donation Resolution
Type: Agenda Item **Status:** Consent Agenda
File created: 6/23/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider approving a resolution accepting a donation of a \$50.00 American Express gift card from Mediacom to be used at the Itasca Calvary Cemetery.
Sponsors:
Indexes:
Code sections:
Attachments: [Mediacom Donation Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution accepting a donation of a \$50.00 American Express gift card from Mediacom to be used at the Itasca Calvary Cemetery.

Background Information:

The donation will be used by the Itasca Calvary Cemetery for incidental expenditures.

Staff Recommendation:

Please consider approving a resolution to accept a \$50.00 American Express gift card from Mediacom.

Requested City Council Action

Consider approving a resolution accepting a donation of a \$50.00 American Express gift card from Mediacom to be used at the Itasca Calvary Cemetery.

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

RESOLUTION NO. 14-

A RESOLUTION ACCEPTING A \$50 AMERICAN EXPRESS GIFT CARD DONATION
FROM MEDIACOM TO THE ITASCA CALVARY CEMETERY TO BE USED FOR
INCIDENTAL CEMETERY EXPENDITURES

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

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

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

- Mediacom has donated \$50 to be used at the Itasca Calvary Cemetery.

Adopted this 14th day of July, 2014

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0616 **Version:** 1 **Name:** Lost Accounts Payable Check
Type: Agenda Item **Status:** Consent Agenda
File created: 6/25/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Void lost Accounts Payable check #118841, issue a new check and waiving bond requirements for check issued to Tia Marie Halvorson in the amount of \$3,324.00.

Sponsors:

Indexes:

Code sections:

Attachments: [Affidavit of Lost Check.pdf](#)

Date	Ver.	Action By	Action	Result
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Void lost Accounts Payable check #118841, issue a new check and waiving bond requirements for check issued to Tia Marie Halvorson in the amount of \$3,324.00.

Background Information:

Accounts payable check #118841 issued to Tia Marie Halvorson on June 10, 2014 is lost. Tia Marie Halvorson has completed an Affidavit of Lost Check.

Requested City Council Action

Consider voiding lost Accounts Payable check #118841, issue a new check and waiving bond requirements for check issued to Tia Marie Halvorson in the amount of \$3,324.00.

AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

Tia Marie Halvorson, being first duly sworn on oath, states that he/she resides at **208 Chrystal Blvd, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **118841**, issued to **Tia Marie Halvorson**, drawn by **City of Grand Rapids** dated **06/10/14**, for the sum of **\$3,324.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Lost Accounts Payable Check for payment of CP 2011-2 Easement

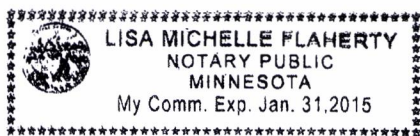
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED *Tia Marie Halvorson*

Subscribed and sworn to before me

This 25th day of June, 2014.

Lisa M. Flaherty
Notary Public





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Legislation Details (With Text)

File #: 14-0617 **Version:** 1 **Name:** Temp. Liquor Licenses
Type: Agenda Item **Status:** Consent Agenda
File created: 6/26/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Approve temporary liquor licenses for MacRostie Art Center First Friday events, scheduled for August 1, 2014 and September 5, 2014 located at 405 NW 1st Avenue, Grand Rapids.
Sponsors:
Indexes:
Code sections:
Attachments: [MacRostie Art Temp Liquor](#)

Date	Ver.	Action By	Action	Result
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Approve temporary liquor licenses for MacRostie Art Center First Friday events, scheduled for August 1, 2014 and September 5, 2014 located at 405 NW 1st Avenue, Grand Rapids.

20629

MACROSTIE ART CENTER

405 - 1ST AVE. NW PH. 218-326-2697
GRAND RAPIDS, MN 55744

GRAND RAPIDS STATE BANK

75-1117-912

6/18/2014

PAY TO THE
ORDER OF

City of Grand Rapids

\$ **40.00

Forty and 00/100*****

DOLLARS

City of Grand Rapids
420 Pokegama Ave N
Grand Rapids, MN 55744



Kate Jensen
AUTHORIZED SIGNATURE

Security features Details on back



MEMO

Temporary Liquor License - August & September

⑈020629⑈ ⑆091211170⑆ 1012121⑈

MACROSTIE ART CENTER

20629

City of Grand Rapids

6/18/2014

Date Type Reference
6/18/2014 Bill 061814

Original Amt.
40.00

Balance Due
40.00

Discount

Payment
40.00

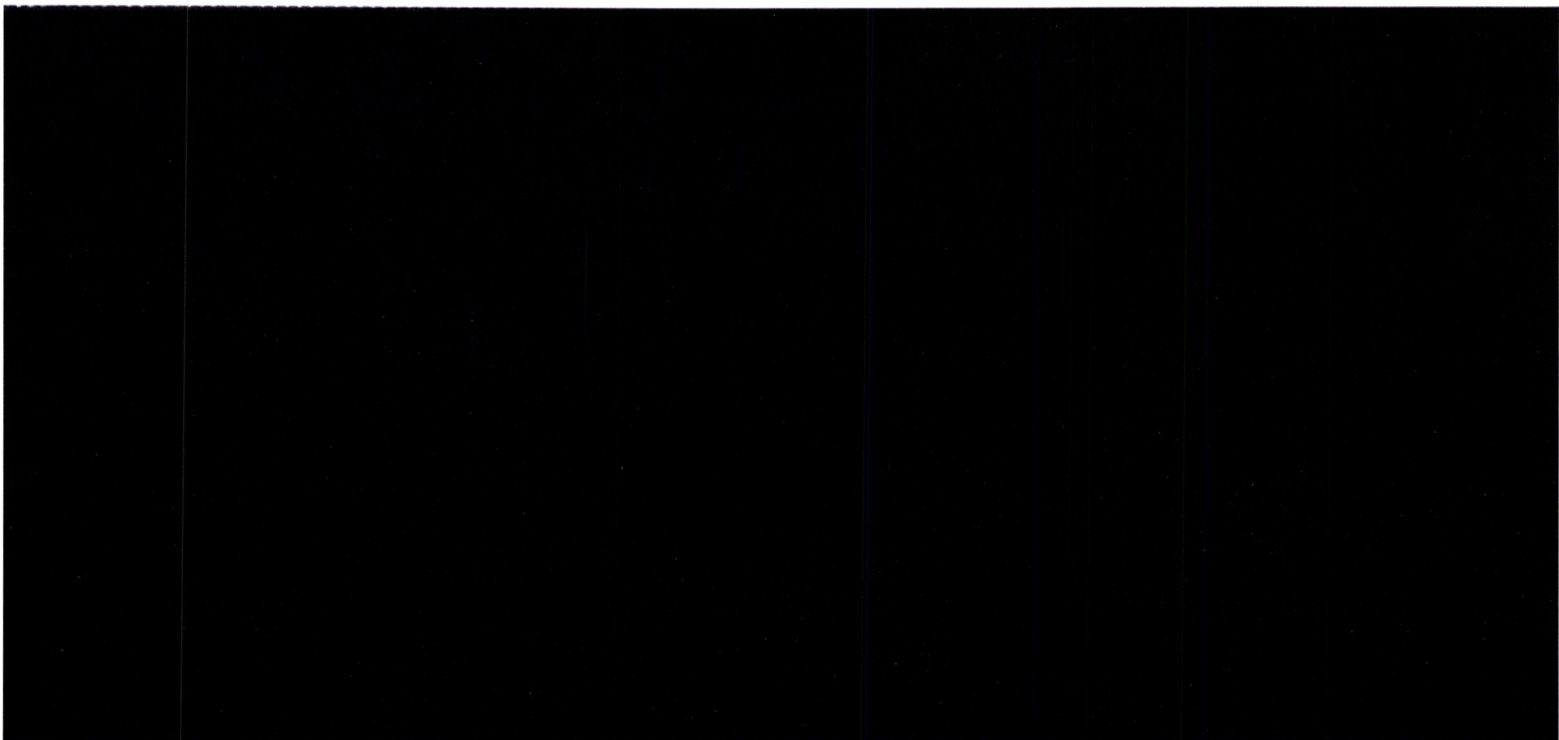
Check Amount

40.00

G.R.S.B. checking

Temporary Liquor License - August & Septembe

40.00





Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 444 Cedar Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: MacRostie Art Center
 Date organized: Jan 1, 1970
 Tax exempt number: 23-7105948
 Address: 405 NW 1st Avenue
 City: Grand Rapids
 State: Minnesota
 Zip Code: 55744
 Name of person making application: Katie Marshall
 Business phone: 218-326-2697
 Home phone: 218-326-2046
 Date(s) of event: Friday, August 1, 2014
 Type of organization: Club Charitable Religious Other non-profit

	Organization officer's name	City	State	Zip
X	Carmen Haugen	Grand Rapids	Minnesota	55744
X	Steven Loney	Grand Rapids	Minnesota	55744
X	Margaret Morris	Grand Rapids	Minnesota	55744
X	Katie Tierney	Grand Rapids	Minnesota	55744

Add New Officer

Location where permit will be used. If an outdoor area, describe.
 In the galleries at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 \$1,000,000 - The Hartford

APPROVAL

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

City/County _____ Date Approved _____
 City Fee Amount _____ Permit Date _____
 Date Fee Paid _____

Signature City Clerk or County Official _____ Approved Director Alcohol and Gambling Enforcement _____

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.



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

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

Name of organization MacRostie Art Center		Date organized Jan 1, 1970	Tax exempt number 23-7105948
Address 405 NW 1st Avenue	City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Katie Marshall		Business phone 218-326-2697	Home phone 218-326-2046
Date(s) of event Friday, September 5, 2014	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		

	Organization officer's name	City	State	Zip
X	Carmen Haugen	Grand Rapids	Minnesota	55744
X	Steven Loney	Grand Rapids	Minnesota	55744
X	Margaret Morris	Grand Rapids	Minnesota	55744
X	Katie Tierney	Grand Rapids	Minnesota	55744
Add New Officer				

Location where permit will be used. If an outdoor area, describe.
 In the galleries at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 \$1,000,000 - The Hartford

APPROVAL

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

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.

21 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
32 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
TN insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A



Policy Number: 41 SBA TN3221 SA

SPECTRUM POLICY DECLARATIONS ORIGINAL

Named Insured and Mailing Address: MACROSTIE ART CENTER
(No., Street, Town, State, Zip Code)
405 NW 1ST AVENUE
GRAND RAPIDS MN 55744

Policy Period: From 07/01/14 To 07/01/15 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: GREATER INS SVC OF NORTHEASTERN MN
Code: 715617

Previous Policy Number: 41 SBA TN3221

Named Insured is: NON PROFIT

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$2,438

MN FIRE SAFETY SURCH: \$ 10.00

Countersigned by

Ethan Grogan
Authorized Representative

5/27/14
Date

01751

*0100241TN32210115



SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 41 SBA TN3221

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE
COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:

12 MONTHS ACTUAL LOSS SUSTAINED

ACTION OF CIVIL AUTHORITY:
EXTENDED BUSINESS INCOME:

30 DAYS
30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS

HAZARDOUS SUBSTANCES
EXPEDITING EXPENSES

\$ 50,000
\$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGE
FORM SS 41 12

\$ 15,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 41 SBA TN3221

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000

DESCRIPTION OF SPECIAL EVENT:

**ART EXHIBIT
JULY**

**OPEN HOUSE 1ST FRIDAY EVERY MONTH
JULY**

01753

*0100241TN32210115



SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 41 SBA TN3221

BUSINESS LIABILITY OPTIONAL COVERAGES (Continued)	LIMITS OF INSURANCE
--	---------------------

BUSINESS LIABILITY OPTIONAL
COVERAGES

HIRED/NON-OWNED AUTO LIABILITY	\$1,000,000
--------------------------------	-------------

UMBRELLA LIABILITY - SEE
SCHEDULE ATTACHED

CYBERFLEX COVERAGE
FORM SS 40 26

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 41 SBA TN3221

01754

*0100241TN32210115



Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 84 32 09 07	SS 01 02 07 08	SS 04 15 07 05	SS 04 19 04 09
SS 04 22 07 05	SS 04 30 07 05	SS 04 38 09 09	SS 04 39 07 05
SS 04 41 04 09	SS 04 42 09 07	SS 04 44 07 05	SS 04 45 07 05
SS 04 47 04 09	SS 04 78 07 05	SS 04 80 03 00	SS 04 86 03 00
SS 40 05 09 07	SS 40 18 07 05	SS 40 23 03 00	SS 40 26 06 11
SS 40 34 03 00	SS 40 93 07 05	SS 41 12 12 07	SS 41 51 10 09
SS 41 62 06 11	SS 41 63 06 11	IH 10 01 09 86	SS 05 47 09 01
SS 05 64 12 10	SS 05 66 03 00	SS 50 94 06 11	SS 50 19 03 12
IH 99 40 04 09	IH 99 41 04 09	SX 80 01 06 97	SS 04 46 10 08
SS 38 25 12 07	SS 83 76 03 12		



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0619 **Version:** 1 **Name:** Arts & Culture by-laws
Type: Agenda Item **Status:** Consent Agenda
File created: 6/26/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Approve amended by-laws for Arts & Culture Commission.
Sponsors:
Indexes:
Code sections:
Attachments: [Revised Arts & Culture By-laws](#)

Date	Ver.	Action By	Action	Result
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Approve amended by-laws for Arts & Culture Commission.

Upon review, it was determined that the By-laws adopted for the Grand Rapids Arts & Culture Commission were not in line with the City Ordinance. Specifically, terms of membership.

Adopt amended by-laws for Grand Rapids Arts & Culture Commission as presented.

**BYLAWS
Of
GRAND RAPIDS ARTS AND CULTURE COMMISSION**

**ARTICLE I
PURPOSE**

The purpose of the commission shall be to assist Grand Rapids to become a community in which arts and cultural activities:

- A. are recognized as vital components of community life that are worthy of investment and support from the public, private and non-profit sectors;
- B. are valued and promoted for their economic benefits and development potential, especially in the downtown;
- C. represent an integral part of Grand Rapids' educational mission for young people;
- D. cooperate with other community organizations to enhance Grand Rapids' cultural identity and quality of life in the community, the surrounding region, and beyond.

**ARTICLE II
OFFICE AND BOUNDARIES**

The principal office shall be at the City Hall of the City of Grand Rapids, County of Itasca, State of Minnesota. The area where operations are to be conducted consists of the corporate municipal boundaries of the City of Grand Rapids.

**ARTICLE III
BOARD OF COMMISSIONERS**

- A. The commission shall consist of nine volunteer commissioners, who shall serve without financial compensation.
 - B. Commissioners shall be appointed by the mayor, with the approval of the city council. Commissioners may be removed at the direction of the mayor and council.
 - C. Commissioners shall represent the following sectors of the community, if possible:
 - Arts and cultural organizations
 - Itasca Community College
 - Local schools
 - Business community
 - Independent artists
 - Community at large
 - D. Commissioners shall initially serve staggered terms to ensure institutional memory. There shall be three initial one year terms, three initial two year terms and three initial three year terms. After the initial appointment of original members, all appointments shall thereafter be for three-year terms. Terms shall begin on January 1 and end on December 31, provided that a commissioner shall continue to serve until a successor is appointed. An appointment to fill a mid-term vacancy shall be made by the mayor for the duration of the term.
-

- E. Commissioners who serve two successive terms, not including a partial term due to appointment to fill a vacancy, shall be ineligible for reappointment for one year following.
- F. Each commissioner present shall be entitled to one vote in the actions and decisions of the commission. A quorum is necessary in all voting by the commission. A majority of commissioners shall constitute a quorum at meetings of the commission. Any action taken or decision made must be by a majority vote of the commission present.

ARTICLE IV
OFFICERS AND DUTIES

- A. At the first meeting after April 1, commissioners of the commission shall select, by majority vote, a chair, vice chair, and secretary to serve until March 31 or until their successors are chosen.
- B. The chair shall:
 - set the agenda and preside at meetings of the commission;
 - approve agenda additions;
 - call additional meetings as needed;
 - assign duties to commissioners;
 - 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;
 - provide overall leadership to the commission in carrying out its 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. Copies of the minutes of all meetings shall be filed with the city clerk.

ARTICLE V
RESPONSIBILITIES

The Commission is advisory to the City Council and its responsibilities include the following:

- A. develop, periodically update and recommend to the City Council a mission, public agenda and strategic plan for arts and culture in Grand Rapids
 - B. complete the comprehensive plan sections regarding civic arts and cultural goals, including recommendations for plan revisions
 - C. seek individual, corporate, foundation and city funding for arts and cultural activities
 - D. facilitate collaboration and joint planning among public and private agencies involved with economic development, tourism and arts education
 - E. provide support in the planning, acquisition and /or development of and facilities by the city in support of arts and cultural activities and organizations, including affordable studio space and housing for artists
 - F. upon request, help develop design standards for city facilities, public areas and private development
 - G. foster inclusive and cross-cultural activities to help build community.
-

ARTICLE VI
MEETINGS AND ATTENDANCE

The commission shall meet the first Tuesday of each month and as otherwise determined by the chair. A regular meeting may be cancelled by the chair or a majority of the commission. Every commissioner shall be required to attend at least 75% of all meetings each calendar year. Commissioners who are unable to meet the attendance requirements may be removed by a majority vote of the Board. Prior to a vote considering the potential removal of a member, the member shall be afforded an opportunity to explain his, or her, reasons for non-attendance.

ARTICLE VII
AMENDMENT OF BYLAWS

Alterations, amendments or repeal of the bylaws may be made by a two-thirds vote of the Commissioners entitled to vote at any meeting, if the notice of such meeting contains a statement of the proposed alteration, amendment or repeal. Notice of any alteration, amendment or repeal of the bylaws shall be given in writing to each commissioner at least (10) days prior to the meeting at which said proposed alteration, amendment or repeal shall be considered.

ARTICLE VIII
NOTICES

At least ten working days before each meeting, the secretary shall ensure that each Commissioner is notified of the time, place and purpose of the meeting by written notice. Special meetings may be set without prior written notices when all Commissioners are present at the meeting or consent in writing or by phone to the secretary. Written notice of all meetings of the Board of Commissioners shall be provided to the City's official newspaper (and other media as requested) per Minnesota Open Meeting Law requirements.

ARTICLE IX
STAFF SUPPORT

A city staff member shall act as liaison to the commission, provide staff support, and help get recommendations for or from the commission on the agenda for consideration by the city council.

ARTICLE X
AUTHORIZATION

The foregoing Bylaws comprising four (4) pages constitute the Bylaws of the Grand Rapids Arts and Culture Commission, as duly amended at the regular meeting of the Board, duly held on August 6, 2013.

IN TESTIMONY WHEREOF, we the undersigned directors have recommended acceptance of the above by-laws to be the By-Laws of the Grand Rapids Arts and Culture Commission. They will become effective once ratified by majority vote of the Grand Rapids City Council.

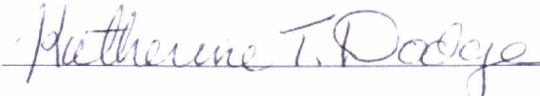
Recommended for adoption by the Grand Rapids Arts and Culture Commission on the 3rd day of June, 2014 on the following roll call vote:

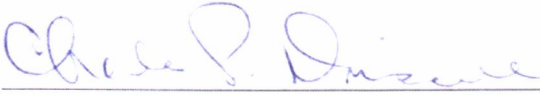
Motioned by: Commissioner Todd Driscoll

Seconded by: Commissioner Michael Davis

Ayes: Kathy Dodge, Michael Davis, David Marty, Carissa Grosland, Todd Driscoll, Lois Bendix, Brian Carlson, Sonja Merrild, Karen Walker

Nays: None


ATTEST: 
Grand Rapids Arts and Culture Commission Board Chair

ATTEST: 
Grand Rapids Arts and Culture Commission Board Chair Secretary

CITY OF GRAND RAPIDS:

RATIFIED BY: _____

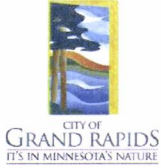
Hon. Dale Adams, Mayor

Attest: 

Thomas Pagel

City Administrator

Date: 6/15/14



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	14-0621	Version:	1	Name:	School Liaison Officer Agreement for the 2014 2015 school year.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	6/26/2014	In control:		In control:	City Council
On agenda:	7/14/2014	Final action:		Final action:	
Title:	Authorize the Mayor and City Administrator to sign the School Liaison Officer Agreement for the 2014-2015 school year.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2014-2015 Contract.pdf Certificate.pdf 2014-2015 LIAISON.pdf				

Date	Ver.	Action By	Action	Result
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Authorize the Mayor and City Administrator to sign the School Liaison Officer Agreement for the 2014-2015 school year.

Background Information:

Since 1999 the City of Grand Rapids and School District 318 have had an annual agreement for a School Liaison Officer at the Grand Rapids Senior High School. In 2006 the district requested an additional School Liaison for the Robert J. Elkington Middle School.

With the start 2014-2015 school year fast approaching, the police department would like to get in place the agreement for the 2014-2015 school year. The police department will be providing Officer Ashley Moran and Officer William Saw to the school district for the Liaison Officer positions. The fees for the 2014-2015 school year is \$115,706.31 for the School Liaison position and \$ 2,500.00 for costs incurred by the city for the D.A.R.E. program.

Attached for your review is the 2014-2015 School Liaison Agreement

Staff Recommendation:

It is staff's recommendation to sign the attached School Liaison Officer Agreement for the 2014-2015 school year.

Requested City Council Action

Consider authorizing the Mayor and City Administrator to sign the School Liaison Agreement for the 2014-2015 school year

**SCHOOL LIAISON OFFICER
AGREEMENT
For the School Year 2014-2015**

This AGREEMENT is made pursuant to Minnesota Statutes section 471.59, by and between the City of Grand Rapids ("City") and Independent School District 318 ("School District").

1. PURPOSE

The City and School District wish to participate in a School Liaison Officer Program. Both the City and School District believe that a more formalized approach to the School Liaison Officer Program is needed to improve understanding and promote mutual respect between police, school, staff, counselors, parents, and students. The purpose of this agreement is to set forth the terms and conditions to create, fund and implement the position of Police School Liaison Officer.

2. SERVICES

The City shall provide the services of *two police officers*, and related support services and supplies, to assist the School District in establishing and maintaining a School Liaison Officer Program for the School District. The officers will have primary responsibility in serving as a resource person to faculty, classroom members and school administrators in the prevention and diversion of juvenile problem behavior. The City agrees to provide vehicle, fuel, maintenance and other equipment as deemed necessary by the Chief of Police. The School District agrees to provide adequate office space, telephone and clerical support services at the site of majority assignment.

3. TERM

This Agreement shall commence on the first day of the teacher workshop in August 2014 and shall end on the last student day in May of 2015. This Agreement may be renewed on an annual basis, as agreed by both parties.

4. PAYMENT

The School District shall pay to the City \$115,706.31 pursuant to Minnesota Statutes Section 126C.44 to partially reimburse the City for the costs incurred by the City for salary, benefits, and transportation costs of the Police School Liaison Officers in the School District's senior high, middle and secondary schools.

The School District shall pay to the City \$2,500.00 for the costs incurred by the City for a DARE Program in the middle school.

Upon execution of this Agreement, the School District shall provide the City with the population of the School District at the time of the levy.

One-half of the sum owing under this contract shall be payable upon the execution of this Agreement. The remaining half of the sum owing under this contract should be payable on the last student day of May of 2015.

5. GENERAL PROVISIONS

The Police School Liaison Officer's are City employee's and shall not be considered employee's of the School District for any purpose, including but not limited to salaries, wages, other compensations or fringe benefits, worker's compensation, unemployment compensation, P.E.R.A., Social Security, liability insurance, keeping of personnel records, termination of employment or other contract rights. The officer's will report to and be directed by the Chief of Police. Resolution of unforeseen problems arising in this program shall be negotiated by representatives of the School District and the Chief of Police.

6. SCHEDULING

The duty hours of the School Liaison Officer on school days shall be determined by the Chief of Police with input by the School District. The duty hours of the School Liaison Officer on school days are flexible and will be primarily coordinated with the school day, and/or activities, but will be consistent with the City's labor contract with the Police Union. During non-school periods, the officer's duties and schedule will be determined by the Chief of Police.

7. HOLD HARMLESS AND INDEMINIFICATION

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

Dated: _____

GRAND RAPIDS SCHOOL DISTRICT # 318

Business Manager

Dated: _____

CITY OF GRAND RAPIDS

Mayor

City Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER YOUR INSURANCE AGENCY	CONTACT NAME:	
	PHONE (A/C, No., Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED NAME & ADDRESS	INSURER A :	YOUR INSURANCE COMPANY
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC			YOUR POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,00 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			YOUR POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			YOUR POLICY NUMBER			EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	YOUR POLICY NUMBER			<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ 500,000														
E.L. DISEASE - EA EMPLOYEE	\$ 500,000														
E.L. DISEASE - POLICY LIMIT	\$ 500,000														

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

The Certificate Holder is named as additional insured. The coverage listed above is primary and non-contributory with respect to any insurance carried by the certificate holder. A Waiver of Subrogation is afforded to the Certificate Holder. Insured agrees to defend, indemnify and hold harmless the certificate holder and its respective officers, directors and employees.

CERTIFICATE HOLDER

CANCELLATION

Independent School District #318 820 NW 1st Ave Grand Rapids, MN 55744	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

CITY OF GRAND RAPIDS
SCHOOL DISTRICT LIAISON OFFICER CHARGES

YEAR	EMPLOYEE	WAGE	PERA	MEDICARE	HEALTH	LIFE	DENTAL	WORK COMP	TOTAL
2014	William Saw	27.240	4.17	0.395	6.852	0.012	0.143	1.046	39.8554
2014	Ashley Moran	25.780	3.94	0.374	6.852	0.012	0.143	0.990	38.0948
2015	William Saw	28.057	4.55	0.407	7.518	0.012	0.143	1.077	41.7588
2015	Ashley Moran	27.068	4.39	0.392	7.518	0.012	0.143	1.039	40.5575

Hourly Rate per 2080 hours

Per Ben Hawkins - 180 days per school year = 1,440 hours

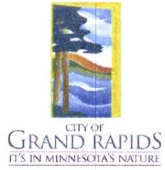
Sept-Dec = 80 days = 45% = 648 hours

Jan-May = 100 days = 55% = 792 hours

2014 William S	39.8554
2014 Ashley M	38.0948
2015 William S	41.7588
2015 Ashley M	40.5575

William S Sept-Dec 2014	25,826.33
Ashley M Sept-Dec 2014	24,685.45
Total	<u>50,511.78</u>

William S Jan-May 2015	33,072.98
Ashley M Jan-May 2015	32,121.55
Total	<u>65,194.53</u>



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0622 **Version:** 1 **Name:** CP 2012-3 & Cp 2013-1, 4th & 7th Balancing CO
Type: Agenda Item **Status:** Consent Agenda
File created: 6/27/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider approving the balancing change order related to CP 2012-3, 4th Avenue NE and CP 2013-1, 7th Avenue NW Reconstruction.

Sponsors:

Indexes:

Code sections:

Attachments: [7-14-14 Attachment CP 2012-3 & CP 2013-1 BalancingCO.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the balancing change order related to CP 2012-3, 4th Avenue NE and CP 2013-1, 7th Avenue NW Reconstruction.

Background Information:

Attached is the balancing change order related to CP 2012-3, 4th Avenue NE and CP 2013-1, 7th Avenue NW Reconstruction. The original contract amount was \$1,003,426.45 and the final contract amount is \$1,021,175.45. All work orders itemized in the balancing change order have already been approved. Approval of this balancing change order will close out the contract with Hammerlund Construction for this project.

Staff Recommendation:

City staff recommends approving the balancing change order related to CP 2012-3, 4th Avenue NE and CP 2013-1, 7th Avenue NW Reconstruction.

Requested City Council Action

Consider approving the balancing change order related to CP 2012-3, 4th Avenue NE and CP 2013-1, 7th Avenue NW Reconstruction.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 6

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. 2012-3 and 2013-1	CONTRACT NO. 122009 and 122014
CONTRACTOR NAME AND ADDRESS Hammerlund Construction, Inc. 3201 Highway 2 West Grand Rapids, MN 55744		LOCATION OF WORK 4th Avenue NE and 7th Avenue NW	
		TOTAL CHANGE ORDER AMOUNT \$0.00	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.
This is a Balancing Change Order. A Balancing Change Order is an accounting device used to adjust the Contract Amount to equal the As-Built amount

Contract Amount: Original = \$1,003,426.45 Final = \$1,021,175.45

COST BREAKDOWN

There are no items associated with this Change Order.

* Funding category is required for federal projects.

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

a. Is Increased by ___ Working Days
 Is Decreased ___ Working Days
 by ___ Calendar

b. Is Not Changed

c. May be revised if work affected the controlling operation

Is Increased by ___ Days
 Is Decreased ___ Calendar
 by ___ Days

Approved By Project Engineer: Julie Kennedy	Approved By Contractor: Hammerlund Construction, Inc.
Signed 	Signed 
Date: <u>6/25/14</u> Phone: (218) 326-7601	Date: <u>6/24/14</u> Phone: (218) 326-1881

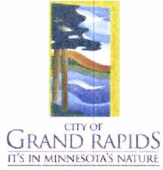
Original to Project Engineer; Copy to Contractor

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

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

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

District State Aid Engineer: _____ Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0623 **Version:** 1 **Name:** CP 2012-4A,CP2010-2,CP2013-3 Overlays and Friesen Balancing CO
Type: Agenda Item **Status:** Consent Agenda
File created: 6/27/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider approving the balancing change order related to CP 2012-4A, CP 2010-2, and CP 2013-3, Citywide and Remer DeSchepper Overlays and 1st Avenue NE-Friesen Addition Construction.
Sponsors:
Indexes:
Code sections:
Attachments: [7-14-14 Attachment CP2012-4A CP2010-2 & CP2013-3 BalancingCO.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the balancing change order related to CP 2012-4A, CP 2010-2, and CP 2013-3, Citywide and Remer DeSchepper Overlays and 1st Avenue NE-Friesen Addition Construction.

Background Information:

Attached is the balancing change order related to CP 2012-4A, CP 2010-2, and CP 2013-3, Citywide and Remer DeSchepper Overlays and 1st Avenue NE-Friesen Addition Construction. The original contract amount was \$1,593,696.98 and the final contract amount is \$1,699,486.49. All work orders itemized in the balancing change order have already been approved. Approval of this balancing change order will close out the contract with Hammerlund Construction for this project.

Staff Recommendation:

City staff recommends approving the balancing change order related to CP 2012-4A, CP 2010-2, and CP 2013-3, Citywide and Remer DeSchepper Overlays and 1st Avenue NE-Friesen Addition Construction.

Requested City Council Action

Consider approving the balancing change order related to CP 2012-4A, CP 2010-2, and CP 2013-3, Citywide and Remer DeSchepper Overlays and 1st Avenue NE-Friesen Addition Construction.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 1

FEDERAL PROJECT NO. C.P. 2012-4A, 2010-2	STATE PROJECT NO.	LOCAL PROJECT NO. 2012-4A, 2010-2, 2013-3	CONTRACT NO. 124047,122849,123624
CONTRACTOR NAME AND ADDRESS Hawkinson Construction Co. Inc. 501 West County Road 63 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$0.00	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.
This is a **Balancing Change Order**. A Balancing Change Order is an accounting device used to adjust the Contract Amount to equal the As-Built amount

Contract Amount: Original = \$1,593,696.98 Final = \$1,699,486.49

COST BREAKDOWN

There are no items associated with this Change Order.

* Funding category is required for federal projects.

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

a. Is Increased by _____ Working Days
 Is Decreased _____ Working Days
by _____ Calendar

b. Is Not Changed

c. May be revised if work affected the controlling operation

Is Increased by _____ Days
 Is Decreased _____ Calendar
by _____ Days

Approved By Project Engineer: Julie Kennedy	Approved By Contractor: Hawkinson Construction Co. Inc.
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>6-26-14</u> Phone: (218) 326-0309

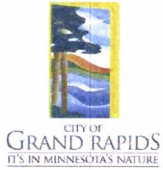
Original to Project Engineer; Copy to Contractor

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

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

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

District State Aid Engineer: _____ Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0624 **Version:** 1 **Name:** Stauber Contract
Type: Agenda Item **Status:** Consent Agenda
File created: 6/30/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Enter into a contract with Stauber's Goalcrease
Sponsors:
Indexes:
Code sections:
Attachments: [Stauber Contract 2014](#)

Date	Ver.	Action By	Action	Result
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Enter into a contract with **Stauber's** Goalcrease

Background Information:

Since 2006 we have been offering a goalie camp featuring **Stauber's** Goalcrease. Robb **Stauber** and his staff run a quality camp attracting goaltenders from across the state. We will provide lodging to Robb and his staff during the four days of the camp. The lodging expense is covered in the camp's budget.

Staff Recommendation:

Enter into a contract with **Stauber's** Goalcrease to provide coaching services during the Intense Northern Goalie Camp and provide lodging for the staff.

Requested City Council Action

Consider entering into a contract with **Stauber's** Goalcrease to provide coaching services during the Intense Northern Goalie Camp and provide lodging for the staff.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into as of the ____ day of _____, 2014, by and between the **City of Grand Rapids**, a Minnesota municipal corporation, hereinafter referred to as "City", and **Robb Stauber, DBA Goalcrease**, hereinafter referred to as "Consultant".

1. **Contracted Services.** Services to be performed by Consultant, as well as the rate of compensation, time of performance and special conditions for such services are set forth in Exhibit "A".
2. **Condition of Payment.** All services provided by Consultant pursuant to this Contract shall be performed to the satisfaction of City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.
3. **Termination of the Contract.** Neither party may cancel this Contract except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
4. **Independent Contractor.** It is agreed that Consultant is an independent contractor and shall not be considered an employee, agent, or representative of City. No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of City.
5. **Insurance.** The goalie camp for which the services of Consultant are retained is separately insured by the City, and Consultant is not required to obtain separate insurance.
6. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may entered as a judgment in any court of the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

7. **Entire Contract.** It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between City and Consultant relating to the subject matter hereof.

8. **City Contact.** City's designated contact with regard to this Contract is Dale Anderson, City Park and Recreation Director.

City and Consultant have executed this agreement by the authorized signatures below.

DATE: _____, 2014

CITY OF GRAND RAPIDS, MINNESOTA

BY: _____
Dale Adams, Its Mayor

ATTEST: _____
, Its City Clerk

DATE: _____, 2014

CONSULTANT:

Robb Stauber

Approved as to form

Chad Sterle
City Attorney

BY _____

Date: _____, 2014

Exhibit "A"

SERVICES TO BE PERFORMED: All coaching and organizational services relating to the Intense Northern Goalie Camp, 2014 (including on-ice instruction).

RATE OF COMPENSATION: Up to \$5,500.00 for full performance of services. City shall provide lodging for Goalcrease staff during dates of the camp.

TIME OF PERFORMANCE: August 2 through August 5, 2014 together with preparatory services to be performed at such time and in such manner as deemed appropriate by Consultant.

SPECIAL CONDITIONS: City shall have the right to the use of Consultant's name in promotion of the Grand Rapids Goalie Camp 2014.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0632 **Version:** 1 **Name:** NLEAC Grant Approval
Type: Agenda Item **Status:** Consent Agenda
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Request by the Police Department to adopt a resolution accepting \$ 24,855.44 worth of tactical equipment from the Northeast Law Enforcement Administrators Council.
Sponsors:
Indexes:
Code sections:
Attachments: [Grant inventory form.pdf](#)
[PD NLEAC Tactical Equip Res.pdf](#)

Date	Ver.	Action By	Action	Result
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Request by the Police Department to adopt a resolution accepting \$ 24,855.44 worth of tactical equipment from the Northeast Law Enforcement Administrators Council.

Background Information:

The Grand Rapids Police Department as a member of the Northeast Law Enforcement Administrators Council (NLEAC) is a part of a collaborative \$1,175,000.00 Methamphetamine Federal Initiative Grant. Part of the funds from this grant are to be used to purchase equipment for all member agencies of the NLEAC group.

The Grand Rapids Police Department has been granted the following equipment at an approximate retail value of \$24,855.44. The equipment is as follows:

Item	Quantity	Cost	Total
1. Tru Spec M-65 Field Jacket	25	\$69.71	\$1,742.75
2. Protech Soft ballistic Shin Guard	1	\$456.00	\$456.00
3. Protech 702M Ballistic Face Shield	1	\$345.00	\$345.00
4. Blackhawk Backpack Entry Kit	1	\$516.69	\$516.69
5. Protech 3A Infantry Helmet	9	\$331.00	\$2,979.00
6. Protech Rapid Response Vest	8	\$1,033.00	\$8,264.00
7. ATN NVM 14-Gen 3 Night Visio Optics	2	\$3,228.00	\$6,456.00
8. ATN PS22-Gen 3 Night Vision	1	\$4,096.00	<u>\$4,096.00</u>
TOTAL			\$24,855.44

The equipment purchased will be used to assist law enforcement in the execution of high risk warrants and investigations. This equipment will better equip our officers and ensure safer outcomes for both officers and suspects.

Staff Recommendation:

It is staff's recommendation to accept the above listed granted equipment.

Requested City Council Action

Consider adopting a resolution accepting the above listed equipment with a value of \$24,855.44 from the Northeast Law Enforcement Administrators Council.

Equipment item

1.175 Methamphetamine C.O.P.S initiative grant \$1,175,000.00

Equipment Disposition (Inventory documentation)

Each grantee must use any equipment funded through a COPS award for approved grant-related purposes and must retain the equipment for the life of the grant. After the conclusion of the grant period, property records must be maintained by the grantee. The records should include a description of the property; a serial number or other identification number; the source of the property; the name of the person or entity that holds the title; the acquisition date and cost of the property; the percentage of federal participation in the cost of the property; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposal and sale price of the property. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.

When the grant has expired and original or replacement equipment obtained under the grant is no longer needed for the original project or for other activities currently or previously supported by a federal agency, disposition of the equipment shall be made as follows:

Items of equipment with a current per-unit fair market value of less than • \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.

Items of equipment with a current per-unit fair market value in excess • of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

For more information, please see 28 C.F.R. Part 66.32 or 28 C.F.R. Part 70.34, as applicable.

Equipment Item

Equipment Identification: Serial numbers #

Agency:

Signature _____ Date _____

(Agency representative) Printed Name _____

I have read and agree to the requirements of ownership of this equipment purchased through the 1,175,000.00 C.O.P.S Methamphetamine initiative grant.
Grant #2009CKWX0429

Original

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

RESOLUTION NO. 14-

A RESOLUTION ACCEPTING TACTICAL EQUIPMENT FROM THE NORTHEAST LAW ENFORCEMENT ADMINISTRATORS COUNCIL (NLEAC) TO THE GRAND RAPIDS POLICE DEPARTMENT AS PART OF THE METHAMPHETAMINE FEDERAL INITIATIVE GRANT

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

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

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

- The Northeast Law Enforcement Administrators Council (NLEAC) has donated various tactical equipment at an approximate value of \$24,855.44 to the Grand Rapids Police Department as part of the Methamphetamine Federal Initiative Grant.

Adopted this 14th day of July, 2014

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0633 **Version:** 1 **Name:** Fraternal Order of Eagles Donation
Type: Agenda Item **Status:** Consent Agenda
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider approving a resolution accepting donation of \$100.00 from the Fraternal Order of Eagles #2469 to be used towards the 4th of July Fireworks.
Sponsors:
Indexes:
Code sections:
Attachments: [Eagles Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution accepting donation of \$100.00 from the Fraternal Order of Eagles #2469 to be used towards the 4th of July Fireworks.

Background Information:

The donation from the Fraternal Order of Eagles #2469 will be used for 4th of July Fireworks.

Staff Recommendation:

Please consider approving a resolution to accept \$100.00 from the Fraternal Order of Eagles #2469.

Requested City Council Action

Consider approving a resolution accepting donation of \$100.00 from the Fraternal Order of Eagles #2469 to be used towards the 4th of July Fireworks.

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

RESOLUTION NO. 14-

A RESOLUTION ACCEPTING A \$100 DONATION FROM THE GRAND RAPIDS AERIE
FRATERNAL ORDER OF EAGLES #2469 FOR THE INDEPENDENCE DAY
FIREWORKS

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

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

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

- The Grand Rapids Fraternal Order of Eagles #2469 has donated \$100 to be used toward the 4th of July Fireworks.

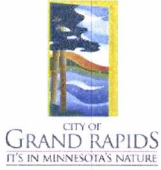
Adopted this 14th day of July 2014.

Dale C. Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0635 **Version:** 1 **Name:** Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule to include a fee for "Payment in Lieu of Commercial Land Dedication".
Type: Agenda Item **Status:** Consent Agenda
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule to include a fee for "Payment in Lieu of Commercial Land Dedication".
Sponsors:
Indexes:
Code sections:
Attachments: [Resolution- Community Development Fee Schedule: Value-per-worker](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule to include a fee for "Payment in Lieu of Commercial Land Dedication".

Background Information:

One of the main factors in the City's updating of its Subdivision Ordinance was the League of Minnesota Cities' encouragement to municipalities to review and consider updating portions that pertain to the dedication of park land/open space, so as to avoid any inconsistencies with Minnesota Statute §§462.358 Subd. 2b and 2c, which authorizes and governs the park dedication requirements of cities.

The amendments now establish formulas for the option of money in lieu of parkland dedication that tie the need for parks and trails within: a new residential subdivision based on the number of households in the development, and the need for parks and trails within a new commercial subdivision based on the number of employees in the development. These formulas are directly tied to the City's recreational needs identified in its Parks and Trails Master Plan.

Amendments to the City Fee Schedule are summarized as follows:
 "Payment in Lieu of Commercial Land Dedication" at \$135.00 per Worker

Requested City Council Action

Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule to include a fee for "Payment in Lieu of Commercial Land Dedication".

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

RESOLUTION NO. 14-__

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, the City of Grand Rapids, on July 14, 2014, amended the portion of its subdivision ordinance that pertains to the dedication of park land/open space, so as to avoid conflict with Minnesota Statute §§462.358 Subd. 2b and 2c, which authorizes and governs the park dedication requirements of cities; and

WHEREAS, the City has adopted revised formulas for the option of money in lieu of parkland dedication that tie the need for parks and trails within: a new residential subdivision based on the number of households in the development, and the need for parks and trails within a new commercial subdivision based on the number of employees in the development; and

WHEREAS, these formulas are directly tied to the City's recreational needs identified in its Parks and Trails Master Plan.

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. For use of outside consultants for plan checking and inspections or both.	Actual costs, including administrative and overhead			
7. 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
Steps/Deck (non enclosed)	\$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 (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			
<u>Payment in Lieu of Commercial Land Dedication</u>	<u>\$135.00 per Worker</u>			
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*			

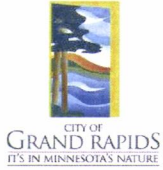
Adopted by the City Council this 14th day of July 2014.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0636 **Version:** 1 **Name:** Calling for Public Hearing
Type: Agenda Item **Status:** Consent Agenda
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**

Title: Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the issuance of Capital Improvement Bonds to finance capital expenditures under a five-year capital improvement plan.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids 2014 CIP Resol Calling P H.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the issuance of Capital Improvement Bonds to finance capital expenditures under a five-year capital improvement plan.

Background Information:

Minnesota Statutes 475.521 (the "Act"), the City may issue general obligation bonds to finance capital expenditures under a five-year capital improvement without an election provided that, among other things, prior to issuing the bonds the City holds a public hearing regarding adoption of the Plan. On February 10, 2014, the City Council adopted an Amended Capital Improvement plan and now is calling for a Public Hearing for the issuance of bonds to finance the projects.

Staff Recommendation:

Adopt a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m.

Requested City Council Action

Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the issuance of Capital Improvement Bonds to finance capital expenditures under a five-year capital improvement plan.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CALLING PUBLIC HEARING ON THE
ADOPTION OF A FIVE-YEAR CAPITAL IMPROVEMENT
PLAN AND THE ISSUANCE OF GENERAL OBLIGATION
BONDS THEREUNDER**

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

1. Pursuant to Minnesota Statutes, Section 475.521, as amended (the "Act"), the City may issue general obligation bonds to finance capital expenditures under a five-year capital improvement plan without an election provided that, among other things, prior to issuing the bonds the City holds a public hearing regarding adoption of the Plan and the issuance of bonds thereunder.

2. The City has caused to be prepared its Capital Improvement Plan, 2014-2019 (the "Plan"), pursuant to the Act.

3. In accordance with the Act, the City Council hereby calls for a public hearing on Monday, July 28, 2014, at 6:00 PM, to consider the adoption of the Plan and the issuance of bonds thereunder.

4. The actions of the City Clerk and City staff in publishing a notice of public hearing in substantially the form set forth in EXHIBIT A attached hereto in the official newspaper of the City or a newspaper of general circulation in the City at least 14 but not more than 28 days before the date of the public hearing are hereby ratified.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this 14th day of July, 2014.

Mayor

ATTEST:

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING REGARDING A FIVE-YEAR CAPITAL IMPROVEMENT
PLAN AND THE ISSUANCE OF GENERAL OBLIGATION BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grand Rapids, Minnesota (the "City") will meet on Monday, July 28, 2014, at or after 6:00 PM in the City Council Chambers at City Hall, 420 North Pokegama Avenue in the City, to hold a public hearing concerning (1) the adoption of a five-year capital improvement plan for the City prepared in compliance with Minnesota Statutes, Section 475.521, as amended (the "Plan"); and (2) the issuance of general obligation bonds (the "Bonds") thereunder for the purposes set forth therein. The principal amount of the Bonds to be issued in 2014 under the Plan shall not exceed \$200,000.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent (5%) of the votes cast in the City in the last general election, is filed with the City Clerk within thirty (30) days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

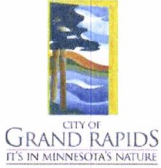
A copy of the Plan is available for inspection in the City Clerk's office at City Hall. Questions or comments may be directed to the City Clerk at 218-326-7600.

All interested persons may appear and be heard at the public hearing either orally or in writing, or may file written comments with the City Clerk before the hearing.

Dated: July 13, 2014

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF GRAND RAPIDS,
MINNESOTA

/s/ Kimberly Johnson-Gibeau
City Clerk
City of Grand Rapids, Minnesota



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0650 **Version:** 1 **Name:** CP 2012-12 SRTS Contract Award
Type: Agenda Item **Status:** Consent Agenda
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider adopting a resolution authorizing the award of a construction contract with Hammerlund Construction in the amount of \$191,000.00 for CP 2012-12, the Safe Routes To School (SRTS) Project.

Sponsors:

Indexes:

Code sections:

Attachments: [7-14-14 Resolution CP 2012-12 SRTS Award Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the award of a construction contract with Hammerlund Construction in the amount of \$191,000.00 for CP 2012-12, the Safe Routes To School (SRTS) Project.

Background Information:

Bids were opened for CP 2012-12, the SRTS Middle School - Murphy Elementary School Project, on Thursday, July 3, 2014. Two bids were received. The low bid was from Hammerlund Construction in the amount of \$191,000.00. The second bid was from Casper Construction in the amount of \$194,495.00. The attached resolution identifies the bidders and their respective bids and authorizes the award of the construction contract to the low bidder. The funding for this construction project includes \$157,968 from a Safe Routes To School federal grant, \$30,000 from ISD 318, and the remaining amount from the City's PIR funds.

Staff Recommendation:

City Staff recommends adopting a resolution authorizing the award of a construction contract with Hammerlund Construction in the amount of \$191,000.00 for CP 2012-12, the Safe Routes To School (SRTS) Project.

Requested City Council Action

Consider adopting a resolution authorizing the award of a construction contract with Hammerlund Construction in the amount of \$191,000.00 for CP 2012-12, the Safe Routes To School (SRTS) Project.

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

RESOLUTION NO. 14-__

**A RESOLUTION ACCEPTING BID FOR
SAFE ROUTES TO SCHOOL PROJECT
PROJECT 2012-12**

WHEREAS, pursuant to an advertisement for the SRTS project, which includes site work by reconstructing infrastructure including sidewalks, trails, street lighting, signage, and pavement markings, and associated appurtenances. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid	Add Alternate 1	Total Bid
Engineer's Estimate	\$144,876.60	\$18,093.00	\$162,969.60
Hammerlund Construction	\$164,276.00	\$26,724.00	\$191,000.00
Casper Construction	\$161,069.00	\$33,426.00	\$194,495.00

WHEREAS, the City Engineer is recommending the Total Bid (Base Bid and Add Alternate 1) be awarded to Hammerlund Construction;

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

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Hammerlund Construction in the name of the City of Grand Rapids for Grand Rapids Project 2012-12 for a total contract amount of \$191,000.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

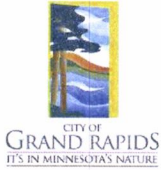
Adopted by the Council this 14th day of July, 2014.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0652 **Version:** 1 **Name:** Call for Public Hearing on Tax Abatement
Type: Agenda Item **Status:** Consent Agenda
File created: 7/10/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**

Title: Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the the abatement of all or a part of the taxes levied by the City on real property within its boundaries (the "Abatement") and issue general obligation bonds to finance the public infrastructure improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids 2014 Abatement Resol Calling P H \(2\).pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the the abatement of all or a part of the taxes levied by the City on real property within its boundaries (the "Abatement") and issue general obligation bonds to finance the public infrastructure improvements.

Background Information:

Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Act"), the City may grant an abatement of all or a part of the taxes levied by the City on real property for the proposes to issue Abatement Bonds to finance infrastructure improvements primarily consisting of the installation of an HVAC system and roof replacement for the City's Civic Center.

Staff Recommendation:

Adopt a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the the abatement of all or a part of the taxes levied by the City on real property within its boundaries.

Requested City Council Action

Consider adopting a resolution calling for a Public Hearing on July 28, 2014 at 6:00 p.m. relating to the the abatement of all or a part of the taxes levied by the City on real property within its boundaries (the "Abatement") and issue general obligation bonds to finance the public infrastructure improvements.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CALLING PUBLIC HEARING ON A PROPOSED
PROPERTY TAX ABATEMENT**

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

1. Pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Act"), the City may grant an abatement of all or a part of the taxes levied by the City on real property within its boundaries (the "Abatement") and issue general obligation bonds to finance public infrastructure improvements (the "Abatement Bonds"); provided, however, that the City Council first holds a public hearing regarding the proposed Abatement.

2. The City proposes to issue Abatement Bonds to finance infrastructure improvements primarily consisting of the installation of an HVAC system and roof replacement for the City's Civic Center.

3. In accordance with the Act, the City Council hereby calls for a public hearing on Monday, July 28, 2014, at 6:00 PM, to consider the proposed Abatement for the purposes described herein.

4. The City Clerk is authorized and directed to publish a notice of public hearing in substantially the form set forth in EXHIBIT A attached hereto in the official newspaper of the City more than 10 but less than 30 days before the date of the public hearing.

2.02. City staff and consultants are authorized to take all other actions needed to bring the proposed Abatement and issuance of the Abatement Bonds before the City Council.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this 14th day of July, 2014.

Mayor

ATTEST:

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING REGARDING A PROPOSED PROPERTY TAX
ABATEMENT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grand Rapids, Minnesota (the "City") will meet on Monday, July 28, 2014, at or after 6:00 PM in the City Council Chambers at City Hall, 420 North Pokegama Avenue in the City, to hold a public hearing concerning a proposal that the City abate all or a portion of property taxes levied by the City on the properties located in the following areas of the City (the "Property"):

91-017-1405	91-585-4142	91-590-0310	91-595-0520
91-017-1406	91-590-0120	91-590-0445	91-595-0530
91-017-1407	91-590-0130	91-590-0450	91-595-0540
91-585-0310	91-590-0140	91-595-0211	91-595-0560
91-585-0320	91-590-0205	91-595-0220	91-595-0570
91-585-0330	91-590-0210	91-595-0230	91-595-0580
91-585-0410	91-590-0215	91-595-0310	91-595-0591
91-585-0420	91-590-0220	91-595-0320	91-595-0610
91-585-4108	91-590-0225	91-595-0340	91-595-0620
91-585-4112	91-590-0230	91-595-0350	91-595-0630
91-585-4114	91-590-0235	91-595-0360	91-595-0710
91-585-4126	91-590-0240	91-595-0370	91-595-0720
91-585-4128	91-590-0245	91-595-0410	91-595-0740
91-585-4130	91-590-0250	91-595-0420	91-620-0245
91-585-4132	91-590-0255	91-595-0510	91-620-0290
91-585-4134			

The total amount of the taxes proposed to be abated by the City on the Property is estimated not to exceed \$425,000. The City Council will consider the property tax abatement in connection with financing certain public infrastructure improvements primarily consisting of the installation of an HVAC system and roof replacement for the City's Civic Center.

All interested persons may appear and be heard at the public hearing either orally or in writing, or may file written comments with the City Clerk before the hearing.

Dated: _____, 2014

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF GRAND RAPIDS,
MINNESOTA

/s/ Kimberly Johnson-Gibeau
City Clerk
City of Grand Rapids, Minnesota

14a.



CITY OF GRAND RAPIDS

Legislative Master

File Number: 14-0641

File ID: 14-0641	Type: Agenda Item	Status: Consent Agenda
Version: 1	Reference:	In Control: City Council
File Name: 2013 Comprehensive Annual Financial Report		File Created: 07/09/2014
Title: Consider accepting the 2013 Comprehensive Annual Financial Report, the Report on Internal Controls, and the Report on Compliance with Minnesota Legal Compliance Audit Guide.		Final Action:
Notes:		
Sponsors:	Enactment Date:	
Attachments: Grand Rapids - Final Issued CAFR.pdf, Grand Rapids - Final Issued Internal Control.pdf, Grand Rapids - Final Issued Legal Compliance Report.pdf, Grand Rapids - Final Draft Issued AML 4-23-14.pdf	Enactment Number:	
Contact:	Hearing Date:	
Drafter: Barb Baird	Effective Date:	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 14-0641

Consider accepting the 2013 Comprehensive Annual Financial Report, the Report on Internal Controls, and the Report on Compliance with Minnesota Legal Compliance Audit Guide.

Background Information:

It has been the past practice for the City Council to accept the Comprehensive Annual Financial Report (CAFR) and other related reports. The City Council met in a workshop session on April 28, 2014 to discuss and review the 2013 CAFR, the draft Report on Internal Controls, the draft Report on Compliance with Minnesota Legal Compliance Audit Guide, and the Management Report. Mr. Dave Mol, HLB Tautges Redpath, Ltd., presented an overview of the City's financial health to the City Council at that meeting. The only difference in the draft Report presented then, and this final Report is that the Public Utilities financial information is included on Statements 1 and 2 of the CAFR.

Staff Recommendation:

Accept the 2013 Comprehensive Annual Financial Report, the Report on Internal Controls, and the Report on Compliance with Minnesota Legal Compliance Audit Guide.

Requested City Council Action

Consider accepting the 2013 Comprehensive Annual Financial Report, the Report on Internal Controls, and the Report on Compliance with Minnesota Legal Compliance Audit Guide.



CITY OF GRAND RAPIDS

Legislative Master

File Number: 14-0656

File ID: 14-0656	Type: Agenda Item	Status: Consent Agenda
Version: 1	Reference:	In Control: City Council
		File Created: 07/10/2014
File Name: Grand Rapids State Bank Donation		Final Action:

Title: Request by the Police Department to approve a resolution accepting a donation of \$500.00 from Grand Rapids State Bank for the Grand Rapids Police Reserves equipment fund.

Notes:

Sponsors:

Enactment Date:

Attachments: PD GRSB.pdf, GRSB LETTER.pdf

Enactment Number:

Contact:

Hearing Date:

Drafter: Jim Denny

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 14-0656

Request by the Police Department to approve a resolution accepting a donation of \$500.00 from Grand Rapids State Bank for the Grand Rapids Police Reserves equipment fund.

Background Information:

Grand Rapids State Bank has been celebrating their 100th birthday this year. On June 5, 2014, Police Department Police Reserve Officers assisted Grand Rapids State Bank with security during their Centennial Forest Jam at the Forest History Center. Reserve Officers' presence assured guests that they would be well cared for during their stay at the concert venue. In appreciation for this service, Grand Rapids State Bank would like to donate \$500 to the Grand Rapids Police Reserve Program training fund.

Staff Recommendation:

It is staff recommendation to accept the donation from Grand Rapids State Bank.

Requested City Council Action

Consider approving the resolution to accept the \$500.00 donation to the Grand Rapids Police Reserve training fund from Grand Rapids State Bank.

14c.



CITY OF GRAND RAPIDS

Legislative Master

File Number: 14-0674

File ID: 14-0674	Type: Agenda Item	Status: Consent Agenda
Version: 1	Reference:	In Control: City Council
		File Created: 07/14/2014
File Name: Blandin Request for Collaboration		Final Action:

Title: Approve a grant request to the Blandin Foundation for Collaboration Facilitation

Notes:

Sponsors:

Enactment Date:

Attachments: 7-14-14 Blandin Ten and Under Application - 2014.pdf

Enactment Number:

Contact:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 14-0674

Approve a grant request to the Blandin Foundation for Collaboration Facilitation

Background Information:

The City of Grand Rapids meets with various local agencies on a monthly basis to discuss opportunities for collaboration. These meetings are facilitated by Mary Jo Wimmer. The collaborative group pays her \$5,000 annually. Attached is a grant request to the Blandin Foundation to assist with fifty percent of the cost (\$2,500).

Staff Recommendation:

City staff is recommending the submittal of a grant request to the Blandin Foundation for \$2,500 to assist with collaboration meeting facilitation.

Requested City Council Action

Consider the submittal of a grant request to the Blandin Foundation for \$2,500 to assist with collaboration meeting facilitation.



CITY OF GRAND RAPIDS

14d.

Legislative Master

File Number: 14-0673

File ID: 14-0673	Type: Agenda Item	Status: Consent Agenda
Version: 1	Reference:	In Control: City Council
		File Created: 07/14/2014
File Name:	Final Action:	
<p>Title: Consider the sale of a portion of Lots 2-10 and 13-15, Block 21, Third Division of Grand Rapids to Marvin Development, LLC for a price of \$2,400.00.</p>		
Notes:		
Sponsors:	Enactment Date:	
Attachments: Marvin Development Land Sale Map.pdf	Enactment Number:	
Contact:	Hearing Date:	
Drafter:	Effective Date:	

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 14-0673

Consider the sale of a portion of Lots 2-10 and 13-15, Block 21, Third Division of Grand Rapids to Marvin Development, LLC for a price of \$2,400.00.

Background Information:

The City of Grand Rapids has been asked to sell an irregular strip of excess City owned land. The land was originally purchased for the development of street and infrastructure along 8th Ave. NE, between Trunk Hwy. 2 and Trunk Hwy 169 E. The 0.19 acre parcel is needed to square off the eastern boundary of the eastern portion of the Budget Host hotel site for the development of a restaurant to be owned by Marvin Development. Sufficient land area will still be reserved by the City for present and future infrastructure along the 8th Ave. corridor. The pricing of the parcel at a lump sump of \$2,400 is consistent with a recent sale of another unbuildable lot to the Hernesman's on their adjacent parcel.

Requested City Council Action

Consider the sale of a portion of Lots 2-10 and 13-15, Block 21, Third Division of Grand Rapids to Marvin Development, LLC for a price of \$2,400.00.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0642 **Version:** 1 **Name:** Board & Commission minutes
Type: Minutes **Status:** Approved
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Acknowledge minutes for Boards & Commissions
Sponsors:
Indexes:
Code sections:
Attachments: [April 10, 2014 GREDA Minutes](#)
[May 8, 2014 GREDA Minutes](#)
[May 22, 2014 GREDA Minutes](#)
[June 3, 2014 Arts & Culture](#)
[June 20, 2014 Arts & Culture Special Meeting](#)
[May 21, 2014 HRA](#)

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

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, APRIL 10, 2014
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, April 10, 2014 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Cory Jackson, Mike Przytarski, Michael Stefan, Sholom Blake. Absent: Joe Chandler, Chris Lynch, Dale Christy.

SETTING OF REGULAR AGENDA: **Approved without addition.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER STEFAN, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE THE MINUTES OF THE MARCH 27, 2014 REGULAR MEETING. The following voted in favor thereof: Jackson, Stefan, Blake, Przytarski. Opposed: None, passed unanimously.

Commissioner Chandler joined the meeting at 4:04 p.m.

Commissioner Lynch joined the meeting at 4:08 p.m.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER JACKSON TO APPROVE CLAIMS IN THE AMOUNT OF \$226.50.

League of MN Cities Insurance Trust	\$23.00	Kennedy & Graven	\$203.50
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The following voted in favor thereof: Stefan, Blake, Jackson, Chandler, Przytarski, Lynch. Opposed: None, passed unanimously.

Consider adoption of a resolution approving the first amendment to the grant agreement between GREDA and Itasca Eco-Industrial Park, LLC.

Community Development Director Mattei provided background information. Mark Zimmerman, President IEDC, provided a project update.

MOTION BY COMMISSIONER CHANDLER, SECOND BY COMMISSIONER LYNCH TO ADOPT RESOLUTION 14-01 APPROVING THE FIRST AMENDMENT TO THE GRANT AGREEMENT BETWEEN GREDA AND ITASCA ECO-INDUSTRIAL PARK, LLC. The following voted in favor thereof: Blake, Lynch, Stefan, Jackson, Przytarski, Chandler. Opposed: None, passed unanimously.

Consider approval of the GREDA 2013 Annual Report.

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER JACKSON TO APPROVE THE GREDA 2013 ANNUAL REPORT. The following voted in favor thereof: Chandler, Przytarski, Jackson, Stefan, Lynch, Blake. Opposed: None, passed unanimously.

Updates:

Swan Machine- Community Development Director Mattei provided an update on the Swan Machine project.

There being no further business the meeting adjourned at 4:22 p.m.

The next scheduled meeting is Thursday, April 24, 2014 at 4:00 p.m. unless otherwise noticed.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, MAY 8, 2014
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, May 8, 2014 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Cory Jackson, Mike Przytarski, Michael Stefan, Sholom Blake, Joe Chandler, Dale Christy, Chris Lynch. Absent: None

SETTING OF REGULAR AGENDA: **Approved without addition.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER LYNCH TO APPROVE THE MINUTES OF THE APRIL 10, 2014 REGULAR MEETING. The following voted in favor thereof: Jackson, Stefan, Blake, Przytarski, Christy, Chandler, Lynch. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER CHANDLER, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE CLAIMS IN THE AMOUNT OF \$2,978.40.

Kennedy & Graven	\$2,534.50	Timberlake Lodge	\$443.90
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The following voted in favor thereof: Christy, Stefan, Blake, Jackson, Chandler, Przytarski, Lynch. Opposed: None, passed unanimously.

Discuss City Council discussion of transferring Central School leasing authority to GREDA and consider assigning two GREDA Commissioners to work with staff.

Commissioners Jackson and Blake volunteered to work with staff.

There being no further business the meeting adjourned at 4:05 p.m.

The next scheduled meeting is Thursday, May 22, 2014 at 4:00 p.m. unless otherwise noticed.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, MAY 22, 2014
4:32 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, May 22, 2014 at 4:32 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Cory Jackson, Mike Przytarski, Sholom Blake, Joe Chandler, Dale Christy. Absent: Chris Lynch, Michael Stefan.

SETTING OF REGULAR AGENDA: **Approved without addition.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER JACKSON TO APPROVE THE MINUTES OF THE MAY 8, 2014 REGULAR MEETING. The following voted in favor thereof: Jackson, Blake, Przytarski, Christy, Chandler. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER CHANDLER, SECOND BY COMMISSIONER CHRISTY TO APPROVE CLAIMS IN THE AMOUNT OF \$1,597.50.

White Ivy Graphics \$1,597.50

The following voted in favor thereof: Christy, Blake, Jackson, Chandler, Przytarski. Opposed: None, passed unanimously.

Updates:

Swan Machine-They have the site cost estimate and their builder gave them a quote on the building. They are meeting with Mr. Mattei regarding an IRRRB grant.

SCDP Grant-GREDA has been awarded an SCDP grant, this will fund 6 \$32,000.00 projects. Staff will be sending out a mailing in June to the target area property owners.

There being no further business the meeting adjourned at 4:39 p.m.

The next scheduled meeting is Thursday, June 12, 2014 at 4:00 p.m. unless otherwise noticed.

Respectfully submitted:

Aurimy Groom, Recorder

CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B- GRAND RAPIDS CITY HALL
REGULAR MEETING, TUESDAY, JUNE 3, 2014 – 3:15 PM

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday, June 3, 2014, at 3:15 pm

CALL OF ROLL: On a Call of Roll, the following members were present: Kathy Dodge, Michael Davis, David Marty, Carissa Grosland, Todd Driscoll, Lois Bendix, Brian Carlson, Sonja Merrild, Karen Walker

Commissioners absent: None

Staff Present: Amy Dettmer and Michele Palkki

Welcome our newest Commissioner, Michael Davis. Commissioner Davis has been appointed to fill the unexpired term left by Commissioner Kolka.

APPROVAL OF MINUTES – May 6, 2014

Motion by Commissioner Driscoll, second by Commissioner Marty to approve the minutes of the Regular Meeting of May 6, 2014. Motion passed by unanimous vote.

OLD BUSINESS

METRIS ARTS CONSULTANTS FUNDING UPDATE

The following is an update on secured funds received to date for the Arts Culture Plan

- IRRRB - \$20,000.00
- Blandin Foundation - \$20,000.00
- Grand Rapids Arts - \$100.00
- Itasca Economic Development - \$5,000.00

The Contracts and RCA's are all complete.

Commissioner Marty left at 4:00 pm

Commissioner Merrild left at 4:30 pm

A discussion was held regarding upcoming events in Grand Rapids.

METRIS ARTS DISCUSSION

Staff and Commissioner Dodge will put together a letter to be sent to the following perspective identified stakeholders; also a follow-up telephone call will be made to each stakeholder by the Commissioner's.

Krista Matison, YMCA Get Fit Itasca, Visit Grand Rapids, Anne Campbell, MacRostie Art Center, Itasca County Historical Society, John Connelly, Tall Timber Days, Sam Evans, Itasca Economic Development Corporation, KAXE, Forest History Center, Grand Rapids Chamber of Commerce, Itasca Community College, Magnetation, Grand Rapids Herald Review, Children's Discovery Museum, Michelle Carlson, UPM/Blandin, Grand Itasca Clinic and Hospital, Grand Rapids Farmers Market, Rick Harding, Itasca Orchestral and Strings, Community Market Task Force, Grand Rapids Area Community Foundation, Itasca County Land Department, Itasca Community Television.

Commissioner Dodge will put together a memo with talking points for the Commission. The final list and talking points will be emailed to each Commissioner by Friday, June 6th.

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

Respectfully submitted by Michele Palkki

The next regular meeting of the Grand Rapids Arts Commission will be Tuesday, July 1, 2014 beginning at 3:15 pm at the Grand Rapids City Hall, Conference Room 2B.

CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
GRAND RAPIDS CITY COUNCIL CHAMBERS – GRAND RAPIDS CITY HALL
SPECIAL MEETING, FRIDAY, JUNE 20, 2014 – 8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof the special meeting of the Grand Rapids Arts and Culture Commission was held in the Grand Rapids City Council Chambers of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Friday, June 20, 2014, at 8:00 am

CALL OF ROLL: On a Call of Roll, the following members were present: Kathy Dodge, David Marty, Todd Driscoll, Lois Bendix, Brian Carlson, Sonja Merrild, Karen Walker

Commissioners absent: Carissa Grosland and Michael Davis

Staff Present: Rob Mattei, Jeff Davies, Tony Ward, Amy Dettmer and Michele Palkki

Consultants: Anne Gadwa Nicodemus – Metris Arts Consulting, Lynn Osgood, GO Collaborative, and Ann

NEW BUSINESS

ARTS AND CULTURE PLAN KICK OFF MEETING

Introductions were made of everyone in attendance, and what entity they represent, led by Anne Gadwa Nicodemus

An overview regarding arts and culture plans and project timeline was presented by Lynn Osgood.

- A planning document is as good as the people who implement it
- What tools are needed to sell the plan
- There are 3 phases: Discover, Envision and Develop
- Where do we want to go
- How do we get there
- People need to buy in

Methods that will be used; interviews, focus groups, stakeholders, community meetings

- Summarize – Priorities – Resources

Envision – What is happening throughout all areas

- Key Values
- Create Strategies / Action Steps

Envision Continued

Develop

- Working with key leaders and Commissioner's
- Action Plans / Guidance / Implementation

Methods Continued:

Building Blocks

Develop Plan

Develop an Assessment and Tools

Project Timeline

- June 20 - Kick Off and Meet and Greet
- July – Stakeholder Interviews and Focus Groups
- July – Inventory of Existing Spaces, Venues and Public Art
- August – General Survey of Arts and Culture Community
- September – Commission Strategic Planning Sessions
- September – Analysis of Comparable Culture Plans
- September/October – 2 Public Visioning Meetings
- November/December – Develop an Implementation Plan
- December/January – Develop Assessment Tools
- December/January – Develop Cost Overview
- February 2015 – Final Report Presentations – Commission and Public

SWOT – Strength / Weakness / Opportunities / Threats

Exercise led by Anne Gadwa Nicodemus

Everyone was given a sticky note to write 1 item for each of the indicators above, once this was done individuals were asked to go to each indicator and categorize all that was written down.

Strengths

- Strong arts theme already and community interest
- City/Commission backing project
- Strong community interest
- Resources and people

Weakness

- Funding / Affordability
- Future Economics
- Priority / Visibility
- Communication

S/W/O/T Analysis Continued

Opportunities

- Lead Organizations / Grand Rapids Arts and Culture Commission
- Community Support / Belonging
- Availability of Space
- Regional Hub

Threats

- Community Priorities / Competition
- Lack of Communication / Funding
- Health Care Costs – Aging Population
- City Regulations

Power/Distance/Communications

Exercise led by Anne Gadwa Nicodemus

- Stakeholders

Project Communications Strategy / Channels of Communication

Led by Lynn Osgood

- City Website
- Visit Grand Rapids
- Grand Rapids Herald Review
- ICTV
- KAXE
- KMFY/KOZY
- Media Com
- Paul Bunyan

There being no further business, the meeting adjourned at 11:00 am

Respectfully submitted by Michele Palkki

The next regular meeting of the Grand Rapids Arts Commission will be Tuesday, July 1, 2014 beginning at 3:15 pm at the Grand Rapids City Hall, Conference Room 2B.

**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
REGULAR MEETING May 21, 2014**

CALL TO ORDER

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

CALL OF ROLL

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

HRA: Executive Director Jerry Culliton

PUBLIC FORUM

None

APPROVAL OF MINUTES

Commissioner Chandler made a motion to approve the Regular meeting minutes of April 16, 2014 as presented. Seconded by Commissioner Blake. Voting Aye, all. Motion carried.

FINANCIAL REPORTS

Discussion was held among the Board members on the financial reports for April, 2014 for the General Fund, Public Housing Fund, Crystal Lake Townhomes Fund, Pooled Housing Fund. Commissioner Henrichsen made a motion to approve all financial reports as presented. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

APPROVAL OF VERIFIED CLAIMS

Commissioner Rossman made a motion to approve the Public Housing verified claims in the amount of \$23,577.36. Seconded by Commissioner Chandler. Voting Aye, all. Motion carried. Commissioner Rossman made a motion to approve Crystal Lake Townhomes verified claims in the amount of \$50,077.47. Seconded by Commissioner Chandler. Voting Aye, all. Motion carried. Commissioner Rossman made a motion to approve the Pooled Housing verified claims in the amount of \$76,685.85. Seconded by Commissioner Chandler. Voting Aye, all. Motion carried.

APPROVED

PUBLIC HOUSING REPORT

Director Culliton stated we are 100% occupied with small waiting list, we will be proceeding with our web page, otherwise operations are normal and routine at both buildings

CRYSTAL LAKE HOUSING REPORT

Director Culliton gave a report stating; we have offered the handicap unit and are waiting for a response, otherwise the apartments are full although we will have three or four move-outs in June of which we are calling on, and we continue to advertise.

POOLED HOUSING REPORT

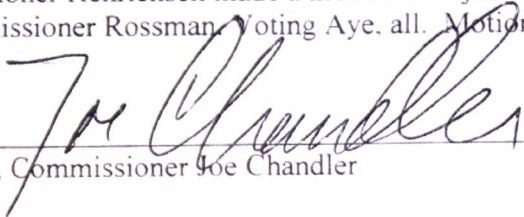
Director Culliton gave a report stating we are 100 % occupied with short waiting list; we still investigating the blacktop and concrete driveway situation in front in the garages, otherwise operations are normal and routine at both buildings.

OTHER MATTERS

Commissioner Salmela stated to the Board that a customer had talked about direct deposit between tenants and their bank, or between tenants and the HRA. Director Culliton addressed the Board that three years ago he had discussions with the representative from US Bank on setting up a system which was expensive, and it was decided that in the future going forward, people could, if they so desired have their bank directly submit funds to the HRA's Wells Fargo account, through an ACH.

Commissioner Blake distributed a list to the Board on different items of interest; there were eleven items on the list and after going through the list the Board asked that the item number one be given at the next meeting and that Board of Commissioners would go from there. Discussion was also held by the Executive Director and the Grand Rapids HRA on item number 4, supportive housing.

There being no further information of the HRA of Grand Rapids for May 21, 2014
Commissioner Henrichsen made a motion to adjourn the meeting at 5:05 p.m. Seconded by Commissioner Rossman, Voting Aye, all. Motion carried.

Signed 
Secretary, Commissioner Joe Chandler

APPROVED



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0655 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Department Head Report
File created: 7/10/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Administration Department ~ Tom Pagel

Sponsors:

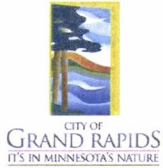
Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Administration Department ~ Tom Pagel



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	14-0628	Version:	1	Name:	Consider adopting the SCDP Commercial and Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook.
Type:	Agenda Item	Status:		Status:	Community Development
File created:	7/8/2014	In control:		In control:	City Council
On agenda:	7/14/2014	Final action:		Final action:	
Title:	Consider adopting the SCDP Commercial and Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2014 SCDP Commercial and Residential Rehab Program Policy				

Date	Ver.	Action By	Action	Result
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Consider adopting the SCDP Commercial and Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook.

Background Information:

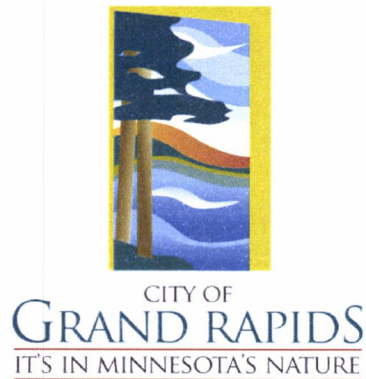
Staff, together with Itasca County Housing and Redevelopment Authority (ICHRA) staff, has developed the attached, required, Policy and Procedures Handbook for implementation of the SCDP Commercial and Residential Rehabilitation Program. The handbook, which was adopted by GREDA at their June 26th meeting. Among other things, the Policy defines:

- Eligible projects and applicants
- GREDA's and ICHRA's role in administering the program
- Rehabilitation procedures
- Selection criteria.
- Marketing

A direct mailing of a program description and application form to all property owners within both the Commercial and Residential target areas will be completed in the short term to kick off implementation of the program.

Requested City Council Action

Adopt the SCDP Commercial and Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook.



SCDP Commercial & Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook

As adopted by:

Grand Rapids City Council on: 7/14/2014

And

The Grand Rapids Economic Development Authority on: 6/26/2014

CONTENTS

- I. Purpose
- II. Statement of Affirmative Action
- III. Delegation of Authority
- IV. Review Committee
- V. Definitions
- VI. Property Eligibility
- VII. Applicant Eligibility
- VIII. Data Privacy
- IX. Financial Assistance
- X. Eligible Work Items
- XI. Ineligible Activities
- XII. Rehabilitation Procedures
- XIII. Appeals and General Complaints
- XIV. Disposition of Program Income
- XV. Amendments

I. Purpose

The City of Grand Rapids and its economic development agent, the Grand Rapids Economic Development Authority (GREDA), will provide assistance to eligible applicants for the rehabilitation of commercial and residential properties. The policies and procedures for distribution and eligibility are incorporated in this document and its exhibits.

II. Statement of Affirmative Action

It is the policy of the City of Grand Rapids that no individual shall be discriminated against because of race, color, religion, creed, national origin, disability, marital status, age or status with respect to public assistance.

The City of Grand Rapids shall insure that every person be given full and equal opportunities for participation in the deferred loan program undertaken by this project.

Itasca County Housing and Redevelopment Authority (ICHRA), as the administrator of the Grand Rapids Commercial & Residential Rehabilitation Program, shall take necessary actions to guarantee that minority contractors and subcontractors are provided equal opportunity to perform rehabilitation work.

It shall be the responsibility of the City and ICHRA to encourage all contractors participating in the rehabilitation deferred loan program to carry out Affirmative Action Policies necessary to assure equal employment opportunity in all aspects of employment, regardless of race, creed, color, religion, sex, national origin, marital status, age or status with respect to public assistance.

In no case shall ICHRA or the City of Grand Rapids be in conflict with the State or Federal Statutes as they relate to equal opportunities for employment.

III. Delegation of Authority

The City of Grand Rapids has contracted with ICHRA for the administration of the Small Cities Development Program (SCDP). The City of Grand Rapids and ICHRA have been given the authority to set the guidelines for participation in the program and may amend this Handbook as it deems necessary within the regulations established by the Department of Employment and Economic Development (DEED). ICHRA shall be responsible for ensuring that only eligible applicants receive SCDP funds. ICHRA will assure that all rehabilitation repairs will meet program eligibility criteria. The City of Grand Rapids and ICHRA are bound by the terms agreed to by both parties for this project's Contractual Agreement.

IV. Review Committee

The loan review committee for Commercial Rehabilitation projects will consist of a two member sub-committee of the GREDA and the Community Development Director/GREDA Executive Director. The final determination on all commercial rehabilitation loan applications rests with the full membership of GREDA.

The Loan Review Committee for Residential Rehabilitation projects shall consist of ICHRA Executive Director and ICHRA Property and Program Development Specialist.

V. Definitions

- A. **Suitable for Rehabilitation:** The property must be structurally sound and economically feasible to rehabilitate as determined by ICHRA's Rehabilitation Specialist.
- B. **Rehabilitation Standards:** Upon completion, all properties must meet or exceed the attached construction standards.
- C. **Standard:** A unit which has no defects or only slight defects which are normally corrected during the course of routine and regular maintenance.
- D. **Substandard:** A unit which needs more repair than would normally be provided in the course of regular maintenance. A substandard commercial unit needs two or more major improvements such as roof replacement, furnace replacement, electrical wiring, plumbing, etc.
- E. **Substandard but Suitable for Rehabilitation:** A unit which needs two or more major improvements but is economically feasible to rehabilitate. The maximum amount of SCDP funds allowed per project are included in Exhibits A, B & C.
- F. **Dilapidated:** A substandard unit with numerous serious defects. A dilapidated unit fails to meet a majority of local standards and rehabilitation is neither practical, nor economically feasible. Dilapidated units will not be rehabilitated. The unit does not meet the "suitable for rehabilitation" definition.
- G. **Displacement:** Acts that will cause an occupant of a housing unit to physically relocate or to be adversely impacted economically by the rehabilitation project.
- H. **HQS / Housing Quality Standards:** Minimum standards established by HUD for units suitable for occupancy under its programs of housing assistance.
- I. **HUD:** The U.S. Department of Housing and Urban Development.

- J. **Low Income:** A household with income adjusted for family size that is at or below 80% of the Area Median Income which is determined annually by HUD.
- K. **Very-Low Income:** A household with income adjusted for family size that is at or below 50% of the Area Median Income which is determined annually by HUD.

VI. Property Eligibility

- A. The property must be located within the target area of the City of Grand Rapids (see attached map labeled Exhibit D).
- B. The property must be in compliance with applicable zoning ordinances or land use guidelines. No activities will take place within a 100 year flood plain.
- C. The property must be Suitable for Rehabilitation, as defined at Section V. A., and upon completion of rehabilitation, the property must meet the attached standards for the project.
- D. Each property will have a Tenant Survey completed.
- E. The property taxes must not be delinquent.

VII. Applicant Eligibility

- A. The recipient of funds under this program must have at least one third interest in one of the following types of ownership in the property to be improved:
 - 1. A fee title; or
 - 2. A fee title subject to a mortgage or other lien securing a debt; or
 - 3. A mutually binding contract (contract for deed) for the purchase of the property where the borrower is rightfully in possession and the purchase price is payable in installments. The Contract for Deed must be recorded at the office of the County Recorder. The contract for deed vendor (seller) must agree to enter into the Deferred Rehabilitation Repayment Agreement and Mortgage as additional signatories not in possession.

- B. No person who is (1) an employee, agent consultant, officer or elected or appointed official of the City of Grand Rapids or ICHRA who exercises or has exercised a function or responsibility with respect to assisted rehabilitation activities or (2) is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto or the proceed thereunder, either for themselves, their immediate family, or those with whom they have business ties, during their tenure and for one (1) year thereafter. DEED may authorize exceptions to this policy on a case by case basis. If a conflict arises with an ICHRA employee or board member, that person shall not be involved in any manner with the project.

VIII. Data Privacy

Information on program applicants is private data which will be administered in accordance with the Minnesota Government Data Practices Act. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a properties eligibility to receive a deferred loan, for verifying relating information or for monitoring compliance with equal opportunity requirements. The use or disclosure of information obtained from a property owner or from another source pursuant to this release and consent is limited to purposes directly connected with the administration of this project under which the property owner is receiving assistance. Income, asset and other financial data received by ICHRA in its applicant's verification process is considered Private Data and is subject to Privacy of Information Provisions, pursuant to State Statutes. HUD, the State of Minnesota and DEED will have access to these records when necessary.

IX. Financial Assistance- See Exhibit A for the terms for Commercial Rehab, Exhibit B for the terms for Owner Occupied Residential Rehab, and Exhibit C for the terms for Rental Rehab.

X. Eligible Work Items

- A. Refer to Exhibit F for Property Rehabilitation Standards. Rehabilitation loans may only be used to:
1. Address Building Code Violations, address exterior building improvements and to remove health, safety or other deficiencies and to bring the structure into compliance with the property rehabilitation standards used by ICHRA. For example, roofing, siding, plumbing, water supply, waste systems or wiring may be eligible for repair; or
 2. Improve the property by increasing the structure's energy efficiency through, for example, upgrading insulation, windows and doors; or

3. Modify or rehabilitate the unit to make it accessible for a handicapped or disabled individuals. Accessibility Improvements include such improvements as: structural, exterior, bathroom or other improvements to buildings which are necessary to enable a handicapped person to function independently in a commercial or residential setting.
- B. All work or construction completed with DEED funds must be in compliance with applicable building codes and standards. Funds may be denied to building owners with properties which cannot be feasibly brought up to the Program Standards. ICHRA shall conduct a site and structure survey of those work items which are eligible with respect to HQS guidelines. Upon determination of those items which are eligible costs, ICHRA shall prepare specifications and, along with the building owner, evaluate contractor bids.
- C. Rehabilitation Deferred Loans must be used to finance improvements that can normally be completed within 90 to 120 days from the date of the issuance of the Proceed to Work Order. However ICHRA, at its discretion, may grant an extension if it serves the purpose of the program.
- D. Certain costs required by law or regulation shall be eligible costs with respect to the program. These costs include permits and other similar costs.

XI. Ineligible Activities

- A. Rehabilitation Deferred Loans (except for necessary replacement undertaken in connection with eligible improvements) may not be used to finance:
 1. Commercial “remodeling” type improvements.
 2. Landscaping (except to conduct water away from the dwelling); or
 3. Work begun or completed before the date of the Proceed to Work Order.
- B. Additions to structures and finishing of basements are not eligible. However, the building owner may utilize match financing to undertake such improvements.
- C. Rehabilitation Deferred Loans shall not be used for refinancing an existing mortgage or debt.
- D. No Deferred Loans shall be paid to program participants for any improvements made under this program who have sold their property prior to execution of the Completion Certificate.

- E. Misrepresentations - Any material misrepresentation on the part of the applicant, revealed through the application process or otherwise may result in a determination of ineligibility. The applicant shall be notified in writing of such determination by ICHRA and shall be given the opportunity to request an informal review of the matter.

XII. **Rehabilitation Procedures**

- A. Program Marketing: The GREDA and ICHRA will communicate the availability of this program by a direct mailed notice to the owners of all property within the target areas identified in Exhibits D & E, as listed within the Itasca County tax records. The mailed notice will describe the program, sources of additional information and a defined period within applications will be accepted.

Upon expiration of the application period, the GREDA will determine if an extension of the application period and additional marketing of the program is necessary based upon: the number of applications received, the eligible nature of the proposed activities described within the applications received, and the total amount of program funds applied for.

- B. Project Selection:

Commercial- Due to the limited availability of the SCDP Commercial Rehabilitation funds, the GREDA has established a set of criteria to be applied as a means of ranking and selecting projects, to be funded under this program. A review committee will be assigned to evaluate all applications for eligible activities.

The review committee will assess the applications, deemed to meet the minimum eligibility requirements, based upon the following factors, which are not necessarily listed in order of importance:

1. The proposed projects total value/addition to the tax base – with higher value projects scoring higher.
2. The extent the proposed project addresses program objectives – with projects involving visible exterior improvements that address conditions which contribute to slum and blighting scoring higher.
3. The proposed projects level of compliance with City Ordinances and consistency with the objectives stated within the *Comprehensive Plan* with projects found to be compliant with applicable ordinances and addressing specific plan objectives scoring higher.
4. The credit worthiness of the applicant and the feasibility of the project as measured by:
 - a. An as needed confidential evaluation of the applicant's net worth, business plan, letters of commitment from other funding sources, cash flow and income projections

5. The level of job creation tied to the project in terms of number of additional jobs created, if any, and their average wages. Although additional job creation is not mandatory, those projects that create additional employment opportunity will receive higher scoring in this area.

Residential- Application Process- The order of Application Processing / Project Underwriting will be determined by points assigned by the review committee based on the following:

Owner Occupied

- 10 points for properties owned by an applicant who is 62 or older
- 5 points for applicants who own home debt free
- 5 points for applicants who meet the definition of very-low income
- 5 points for properties that require multiple elements that address program objectives

Rental

- 15 points for properties of 5+ units
- 10 points for properties of 3-5 units
- 5 points for properties with Owner/User who is currently or has been a cooperator in use of the Housing Choice Voucher program within the past 5 years
- 5 points for properties with 3 or more units, with 100% of current tenant households being of very-low income

The group of applications with the highest number of points will be considered first proceeding subsequently in order to the group with the next highest number of points. Within a point group, applications will be considered in the order received by date of application.

If additional funds remain following the initial group of applications, additional applications will be considered on a first come, first serve basis.

- C. For all residential units built on or before 1978,
 1. A lead risk assessment to be conducted by a licensed lead risk assessor.
 2. Occupants must receive a notification of a “Risk Assessment to be Conducted” and “Summary Notice of Lead Based Paint Risk Assessment Results”.
 3. The results of that assessment must be incorporated into the rehabilitation work write up for the property.
 4. Occupants must receive a “Summary Notice of Completion of Lead-based Paint Hazard Reduction”.
- D. If the building owner is found eligible and the project is selected for rehabilitation assistance, the owner is notified of the decision and a property inspection is arranged.

- E. Notification to Ineligible Building Owners – GREDA or ICHRA will give an applicant prompt written notice of a decision denying assistance to the applicant. The notice shall also state that the applicant may request an informal review of the decision and shall describe how to obtain the informal review.
- F. A Rehabilitation Specialist inspects the property to locate Code, energy and other deficiencies. The building owner is also invited to provide input with regard to their building improvement needs. The building owner is made fully aware that he/she is not obligated to accept the proposed work. All proposed work must be an eligible item in accordance with this policy.
- G. Following the inspection, the Rehabilitation Specialist prepares a cost estimate of the proposed improvements which are discussed with the building owner. The cost estimates will be used to determine the legitimacy of the bids submitted for the project. A detailed work write up is then prepared which outlines the proposed work and materials to be used. This document is given to the building owner who is responsible for obtaining the necessary bids or selecting contractors for ICHRA to contact.
- H. If the building was constructed prior to 1970 ICHRA is required by federal regulations to provide for historical review and clearance to the Minnesota State Historical Society. This includes but is not limited to photographic and written documentation being sent to the Historical Society. If the structure is significant, the Historical Society may request certain improvements which are consistent with the Secretary of the Interior's Standards for Historic Renovations and Rehabilitation.
- I. A minimum of two bids will be sent out per job, the bids will have copies of the appropriate wage decisions attached. Contracts will be awarded to the contractor selected by the building owner, although if the building owner chooses a bid which is higher than the low, the building owner must make up the difference with resources other than SCDP funding. If only one bid is submitted it will be compared to the estimate for the project to determine that the bid was reasonable. The current wage decisions will also become part of the contract documents.
- J. It is required that all participating contractors be insured to meet the limits prescribed by ICHRA and to be licensed and/or bonded as required by state and/or local ordinances. Contractors are also required to conform to the Davis Bacon Act which states that workers are to receive no less than the prevailing wage for similar work in the locality, the Contract Work Hours and Safety Standards Act which states that workers are to receive overtime compensation at a rate of 1½ times their regular wage after they have worked 40 hours in one week and to the Copeland "Anti-kickback" Act which states workers are to be paid once per week. Contractors are also required to

maintain payroll records and submit weekly payrolls and statements of compliance to the contracting agency, if required.

- K. Once the contractor is selected, the Agreement Between Contractor and Property Owner is signed by contractor and building owner and outlines the contractual conditions that each party is required to follow. A Proceed to Work Order is then issued to the contractor by the Rehabilitation Specialist. The loan documents are signed, the mortgage is recorded and a lien is placed against the property for the term of the loan.
- L. All change orders to the contract must be in writing, using ICHRA's Change Order/Amendment Form and must be authorized by the building owner and the Rehabilitation Specialist.
- M. All construction work performed under contract shall be in compliance with an approved warranty covering workmanship and materials, as noted in the Agreement Between Contractor and Property Owner.
- N. If the contractor becomes involved in a situation where the work cannot be completed within the time frame specified in the Agreement Between Contractor and Property Owner or the relationship between the contractor and the building owner deteriorate to the point where the job cannot be completed by the original contractor a change order to complete the remainder of the work using a new contractor may be considered by the building owner and the review committee.
- O. During construction, the Rehabilitation Specialist monitors the work. The building owner notifies ICHRA promptly if defects or other problems arise. When all work is completed, the property and work is inspected and a Completion Certificate is executed between the building owner, contractor and rehabilitation specialist. A lien waiver for the amount to be paid is required prior to contractor payments.
- P. After a passing final inspection, ICHRA will submit the signed Completion Certificate and Invoice to the Office of the City Administrator of Grand Rapids for disbursement of program funds to contractor(s).

XIII. Appeals and General Complaints

- A. Each person making application for financial assistance under the program shall have the right to appeal any determination of GREDA staff to the Community Development Director of the City of Grand Rapids. Requests for general complaints should be made within a 30-day period and addressed to: Grand Rapids Economic Development Authority, 420 N. Pokegama Ave., Grand Rapids, MN 55744. General complaints that do not warrant a hearing shall be in writing and be addressed to Grand Rapids Economic Development

Authority at the previously mentioned address. A written response to the complaint will be issued within 30 days.

XIV. Disposition of Program Income.

- A. Program income will normally accrue from repayment of deferred loans resulting from property owner not maintaining ownership to the maturity date as prescribed in the Deferred Loan Repayment Agreement and Mortgage. Program income will be used for further rehabilitation. Rehabilitation funded by program income will be in accordance with the provisions of this procedural handbook and with the City of Grand Rapids Small Cities Development Program (SCDP) Income Reuse Plan dated July 14, 2014.

- B. Rehabilitation authorized after expiration of the administrative services contract between the City of Grand Rapids and ICHRA will be administered by either; (1) extending the term of the current contract if agreed by both parties; (2) entering into a new administrative services contract between the City of Grand Rapids and ICHRA, or; (3) entering into a new administrative services contract between the City of Grand Rapids and another administering entity.

XV. Amendments

These policies and procedures may be amended or changed at any time by the City Council of Grand Rapids except where a signed agreement precludes a change.

Exhibit A

Commercial Rehabilitation Specific Terms

- A. The financing plan for commercial properties will be 60% SCDP 10 year Deferred Loan and 40% bank loan or private financing. A separate program, through an enhanced GREDA Commercial Building Improvement Loan Program, may be used to finance up to \$35,000 per project at 1% interest over a corresponding ten year term (Please refer to the adopted guidelines and application for that program for further information) in addition to other commercial available lending sources. SCDP Deferred loans must be repaid as required if the building is sold in less than 10 years. SCDP Deferred loans are forgiven 10% per year with the loans completely forgiven on the first day of the eleventh year from the date of closing.
- B. The maximum amount of SCDP funds available per project will be \$32,000.
- C. The Deferred Loan will have a recorded mortgage and a lien placed against the property for the term of the loan. Truth in lending policies will be adhered to.
- D. Deferred Loans will be secured with a Repayment Agreement with the following terms and conditions:
 - 1. A Deferred Loan will be forgiven on the first day of the eleventh year after loan execution.
 - 2. If the property is sold, title transferred or is no longer the residence of the applicant before the end of the tenth year, the required amount of loan funds must be repaid to the City of Grand Rapids.
- E. To the greatest extent possible, all sources of possible financing will be coordinated. Before loaning SCDP funds, ICHRA will evaluate each applicant for eligibility for such programs as MHFA, USDA Rural Development, local lending institutions, etc. ICHRA will assist eligible applicants in applying for funds including, but not limited to, preparing application forms and required materials.

Exhibit B

Owner Occupied Rehabilitation Specific Terms

B-1 Income Limits- SCDP requires that households must meet the income guideline of Low Income to be eligible for assistance. Households with Very-low Income are giving extra points for processing.

Income Limit by Household Size – Itasca County as of 12/18/13 (HUD determined annually)								
No. in HH	1	2	3	4	5	6	7	8
Low Income @ 80% of Median	34,000	38,850	43,700	48,550	52,450	56,350	60,250	64,100
Very-low Income @ 50% of Median	21,250	24,300	27,350	30,350	32,800	35,250	37,650	40,100

B-2 Funding Limits / Loan Terms

B-2.1 All Rehabilitation funding will be provided to Owner/Users as loans. The loans will be structured with terms favorable to the recipient as incentive to use the program.

Standard Loan Terms:	
Loan Maturity	7 years
Compliance Period	7 years
Interest Rate	5%
Repayment	Deferred Balloon –due in full at maturity*
Default	Due in full
Sale or Transfer	Due in full
The loan structure will be deferred repayment with a 7 (seven) year maturity with interest accrued at 5% (five percent).	
*For full compliance with terms and conditions of the program, principal and interest are forgiven at maturity.	

Each loan will be documented with a Loan Note and Agreement and a Real Estate Mortgage. Mortgages will be filed in the Real Estate records of the Itasca County Recorder.

B-2.2 The maximum project cost using the funds of Rehabilitation is limited to \$22,400 per residential unit.

Schedule of funding:		
Source	Percent	Owner Occupied Property
Project Cost	100%	\$ 32,000
RIPRAP Deferred Loan	70%	\$ 22,400
Owner/User (minimum)	30%	\$ 9,600

The Scope of Work developed for a project will determine to what extent work can be done using program funding. The listed percent per source will be used in

determining the amount of funding to be used from each source on the approved Scope of Work. The 30% from the Owner may be from cash or loans arranged by the Owner/User from private or public lenders.

If Owner/User portion is cash, it must be placed in escrow with ICHRA.

If Owner/User portion is from loans, there must be a written commitment from the lender(s) and a written agreement between the lender(s) and the ICHRA as to the means and methods of disbursement and the priority of liens.

Exhibit C

Rental Rehabilitation Specific Terms

C-1 Under Affirmative Action requirements: Marketing Units to Tenants

An Owner/User of funding must agree in writing that for the term of the assistance granted under RIPRAP, they will comply with Nondiscrimination / Civil/Human Rights / Fair Housing / Equal Opportunity requirements and will make good faith efforts to attract to the housing eligible persons regardless of: race, color, creed, religion, national origin, sex, sexual orientation, marital status, familial status, public assistance, disability or age; and, that no discrimination will be exercised with respect to individuals or families in these categories as defined in various federal, state, and local civil/human rights, fair housing and equal opportunity laws and ordinances.

An Owner/User will be required to inform Tenants and Prospective Tenants of non-discrimination / civil/human rights / fair housing / equal opportunity laws and have Tenants and Prospective Tenants acknowledge receipt of a copy of such information at the time of application for tenancy. An Owner/User will utilize commercial media and provide announcements to housing referral agencies of the availability of units and utilize the equal housing opportunity logo and/or slogan in their advertisements and announcements. An Owner/User will keep records of their efforts to affirmatively market their property and annually certify that they have complied with affirmative marketing requirements.

C-2 Income and Rent Limits

The SCDP requires that after rehabilitation, **51%** or more of the first tenants to occupy units must certify their household income does not exceed **80%** of the area median income as shown in this table.

Income Limit by Household Size – Itasca County as of 12/18/13 (HUD Determined)								
No. in HH	1	2	3	4	5	6	7	8
Low Income @ 80% of Median	34,000	38,850	43,700	48,550	52,450	56,350	60,250	64,100
Very-low Income @ 50% of Median	21,250	24,300	27,350	30,350	32,800	35,250	37,650	40,100

Rent Limit

C-2.1 Gross Rent to tenants must not exceed the **Payment Standard** shown in this table. The payment standard is established annually by ICHRA. Compliance with the Payment Standard on all units in the property rehabilitated is required for the full term of compliance set forth in the RIPRAP Project Agreement with the Owner/User.

Maximum Gross Rent ¹ by Bedroom Size – Itasca County as of 11/01/10					
No. of BR	0	1	2	3	4
Payment Std (110% of FMR)	488	496	784	976	1047
¹ Gross Rent means Rent plus Utilities or Allowance for Utilities					

C-3 Funding Limits / Loan Terms

C-3.1 All Rehabilitation funding will be provided to Owner/Users as loans. The loans will be structured with terms favorable to the recipient as incentive to use the program.

Standard Loan Terms:	
Loan Maturity	7 years
Compliance Period	7 years
Interest Rate	5%
Repayment	Deferred Balloon –due in full at maturity*
Default	Due in full
Sale or Transfer	Due in full
The loan structure will be deferred repayment with a 7 (seven) year maturity with interest accrued at 5% (five percent). *For full compliance with terms and conditions of the program, principal and interest are forgiven at maturity.	

Each loan will be documented with a Loan Note and Agreement and a Real Estate Mortgage. Mortgages will be filed in the Real Estate records of the Itasca County Recorder.

C-3.2 The maximum project cost using the funds of Rehabilitation is limited to \$5,600 per unit in a building with 3 or more residential units.

Schedule of funding:			
Source	Percent	Per-unit	Example 4-unit project
Project Cost	100%	\$ 8,000	\$ 32,000
RIPRAP Deferred Loan	70%	\$ 5,600	\$ 22,400
Owner/User (minimum)	30%	\$ 2,400	\$ 9,600
Owners are allowed to make additional improvements at their own expense; however, the funding provided through this program must be secured with mortgage lien(s) subordinate only to a first lien mortgage, with some exceptions allowed by waiver at the discretion of Administering Entity.			

The Scope of Work developed for a project will determine to what extent work can be done using program funding. The listed percent per source will be used in determining the amount of funding to be used from each source on the approved Scope of Work. The 30% from the Owner may be from cash or loans arranged by the Owner/User from private or public lenders.

If Owner/User portion is cash, it must be placed in escrow with ICHRA.

If Owner/User portion is from loans, there must be a written commitment from the lender(s) and a written agreement between the lender(s) and the ICHRA as to the means and methods of disbursement and the priority of liens.

Exhibit D

SCDP Commercial Rehab Target Area - 2014



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ITS IN MINNESOTA'S NATURE



Exhibit E

SCDP Residential Rehab Target Area - 2014
(Owner Occupied and Rental Units)



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Legend

- Residential Rehab Target Area
- Commercial Rehab Target Area
- Parcels
- Streets

2009 Aerial Photo

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Exhibit F

Property Rehabilitation Standards

The following standards are applicable to property rehabilitation using rehabilitation funds. These standards will be used in determining the eligibility of property for rehabilitation, developing a scope of work for rehabilitation and shall be met upon completion of the property rehabilitation.

F-1 COMPLIANCE WITH CODES. Rehabilitation of a property must be completed in accord with all currently applicable codes.

F-1.1 The completed rehabilitation must meet the current Minnesota State Building Code, Minnesota State Energy Code and any applicable health, safety or other code imposed where the property is located.

F-1.2 The Contractor will be responsible for applying for any and all applicable building permits and for compliance with any and all applicable code requirements.

F-1.3 The completed rehabilitation must result in the dwelling units being in compliance with HUD Housing Quality Standards (HQS).

F-2 SITE. The property site shall be reasonably free from hazards to the health, safety and general welfare of the tenants. The site shall not be subject to serious adverse environmental conditions, natural or manmade, such as:

F-2.1 Dangerous walks, steps, or instability; all steps and walks shall be level, free from dangerous cracks, crumbling or breaks, tripping hazards, broken and missing materials, etc., and have sufficient pitch to prevent water accumulation.

F-2.2 Flooding, poor drainage, or mudslides; the property shall have positive drainage away from the dwelling units to prevent standing water at the foundation and be situated and landscaped in such manner as to prevent mudslides into the building or close proximate premises.

F-2.3 Septic tank back-up, sewer hazards; the property shall meet all sanitary code requirements.

F-2.4 Excessive accumulations of trash; any materials which accumulate on the property shall be removed, or screened and arranged in a manner which does not detract from the general appearance of the neighborhood.

F-2.5 Fire hazards; the site shall be free from fire hazards, such as the storage of highly flammable materials, etc.

F-3 ACCESS. The property shall have adequate access for the occupants.

F-3.1 The building(s) and the dwelling units shall be usable and capable of being maintained without the unauthorized use of other private properties. The property shall be adjacent to an access street or road.

F-3.2 Alternative means of egress shall be provided in case of fire (e.g., fire stairs or egress through windows).

F-4 STRUCTURE AND MATERIALS. The building(s) and dwelling units shall be structurally sound, free from threats to the health and safety of the occupants and shall protect the occupants from the environment.

F-4.1 Ceiling, walls (interior and exterior), floors, roofs, porches, etc., shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts, or other serious damage. Where crawl spaces or basements exist, all first floor structural wood members, including floor joists, plates, piers and pilings shall be inspected for cracked, broken, rotten or otherwise damaged conditions. Damaged members shall be repaired or replaced as required. The exterior and interior walls shall be weather tight in a manner that prevents, to the extent reasonably possible, heat loss in the winter and cooling loss in the summer. This includes the repainting or installation of siding to protect the exterior surface from the elements. The interior walls shall be repaired or replaced as required to meet this standard.

F-4.2 The roof structure shall be firm and the roof shall be weather-tight. All roof framing members shall be free from cracks and rot. The roof sheathing shall be solid and free from sagging, buckling and heaving. If the roofing appears to be nearing the end of its functional life, it shall be replaced. If financially feasible, the roofing shall be stripped all the way down to the sheathing and replaced. If the roof is structurally adequate and costs dictate, a second layer of roofing may be installed over the first layer. If there are already two or more layers of roofing materials, the roofing shall be stripped down to the sheathing and replaced.

F-4.3 The exterior wall structure and the exterior and interior wall surfaces shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose materials, loose siding, or other serious damage. Concrete block or brick foundations, piers and pilings shall be inspected for loose mortar joints. All empty or cracked mortar joints shall be tuck-pointed in an acceptable manner to match, as closely as possible, the rest of the structure.

F-4.4 The condition of interior and exterior stairways, halls, porches, walkways, etc. shall not present a danger of tripping or falling. Crumbling, cracked, broken, missing or uneven conditions shall be repaired or replaced as necessary. Handrails shall be properly installed on all stairways.

F-4.5 All out-buildings such as garages and storage sheds shall be repaired to a usable condition or removed from the Property.

F-4.6 The general appearance of the outside of the building and the property, after rehabilitation, shall make a positive contribution to the general appearance of the neighborhood.

F-5 WATER SUPPLY. The water supply shall be free from contamination.

F-5.1 The building(s) shall be served by an approved public or private sanitary water supply.

F-5.2 There shall be water heaters of sufficient capacity to serve present and anticipated future residents.

F-5.3 Hot and cold water shall be supplied to all kitchens, baths and laundry facilities in all dwelling units and common areas.

F-5.4 All water lines shall be protected from freezing.

F-6 INTERIOR AIR QUALITY. The building shall be free of pollutants in the air at levels which threaten the health of the occupants.

F-6.1 The building shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust and other harmful air pollutants. All gas or oil fired systems and appliances shall have proper venting to the outside of the building for combustion gases.

F-6.2 Air circulation shall be adequate throughout the building and dwelling units. All windows designed to open shall open easily, be provided with proper window hardware and with storm windows and screens properly installed and maintained. All windows with easy access from the outside shall have locks.

F-6.3 Bathroom areas that contain a toilet shall have at least one window that can be opened or other adequate exhaust ventilation, vented to the outside.

F-6.4 Kitchen areas shall also have adequate ventilation via air exchange, circulation or exhaust.

F-7 ILLUMINATION AND ELECTRICITY. Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of the occupants. Sufficient electrical outlets shall be provided to permit use of essential electrical appliances while assuring safety from fire.

F-7.1 Living and sleeping rooms shall include at least one window; if the room is located below grade, the window must meet egress requirements.

F-7.2 A ceiling or wall light fixture, operated by a wall switch, shall be present in the kitchen, bath, bedrooms, and hallways.

F-7.3 At least two electric outlets shall be present and operable in the living area, kitchen, and each bedroom area. Outlets installed in a kitchen or bathroom in the general location of water shall be protected by ground fault interrupter in accordance with state electrical code. All outlets installed as a result of the rehabilitation shall be of the grounded type.

F-7.4 Each dwelling unit shall be provided with at least 100-amp service and a sufficient number of circuits to service present/anticipated use of the unit.

F-7.4.1 There shall be separate circuits for any air conditioners (window included), electric dryers, electric stoves and other special appliances.

F-7.4.2 There shall be a separate minimum 20-amp circuit for the heavy workload area in the kitchen.

F-7.4.3 With the exception of kitchens (see 7.4.2), all other rooms shall be assessed relative to their use of electricity and additional outlets and switches installed based on anticipated usage and safety factors.

F-7.5 Connection at the main service to the dwelling units shall be in compliance with code.

F-7.5.1 Placement of the connection shall be out of reach of children.

F-7.5.2 Proper anchoring shall be used.

F-7.6 All exposed "knob and tube" wiring shall be removed. If replacement is necessary, it shall be done in accordance with code.

F-7.7 All hazardous conditions such as broken switches and outlets, missing covers, bare wiring, and fixtures not properly installed or anchored, shall be repaired or replaced in accordance with code. It is recommended that all "pendant" type fixtures be replaced with an appropriate ceiling or wall fixture.

F-7.8 Even though a room may meet criteria of 7.3, if the inspection reveals the use of octopus plugs, adapters, extension/zip cords, or other unsafe practices, additional outlets shall be installed.

F-8 THERMAL ENVIRONMENT AND EFFICIENCY. The building(s) and each dwelling unit shall have and be capable of maintaining a thermal environment healthy for the human body.

F-8.1 The building(s) shall contain safe heating and cooling facilities which are in proper operating condition and provide adequate heating or cooling to each room in each dwelling unit appropriate for the climate to insure a healthy living environment. The heating and cooling facilities shall be inspected for proper functioning and tested if necessary. All parts of the venting system for central heating and cooling units shall be in proper working condition. Specifically:

F-8.1.1 Vent pipes shall be free of rust and be properly maintained.

F-8.1.2 Where vent pipes are connected to a masonry chimney, that chimney shall be inspected and repaired if necessary to ensure that all mortar joints are tightly sealed or be lined with a sealed liner.

F-8.2 Unvented room heaters which burn gas, oil or kerosene are not permitted.

F-8.3 Attic space shall be insulated to a rating of no less than R-30 (or higher if specified in local code) with acceptable insulating material. When adding insulation to the attic, it shall be brought up to a rating of R-44 or as close thereto as physically and financially feasible. Cellulose shall be acceptably rated for fire resistance as derived from flame-spread tests.

F-8.4 Weather stripping shall be applied as needed around all doors and windows.

F-8.5 Storm windows and doors shall be installed whenever it is determined appropriate for conditions and it is financially feasible.

F-8.6 Any exterior building wall, which is opened down to the studs during the course of the rehabilitation, shall be fully insulated with an acceptable insulating material.

F-8.7 All joints in the building envelope shall be sealed with appropriate sealant. All brittle or loose sealant shall be replaced.

F-8.8 Supply and return heating and air conditioning ducts shall be insulated wherever they run through unheated spaces.

F-8.9 Wherever space heaters or floor furnaces are used, they shall be inspected for proper functioning, evaluated for efficiency and a determination made as to whether they shall be replaced with a properly installed, more efficient central heating and cooling system.

F-9 SANITATION FACILITIES. Each dwelling unit shall include its own sanitation facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

F-9.1 A flush toilet, a fixed basin with hot and cold running water, and a bathtub or shower with hot and cold running water shall be present in each dwelling unit and shall be fully operational. The toilet and basin shall be located in close proximity to one another. Likewise, the tub or shower should be located in close proximity to the toilet and basin if reasonably possible. The toilet shall be located in a room separated from other rooms by a door and the room must have ventilation via a window that opens or exhaust ventilation to the exterior of the building.

F-9.2 These facilities shall be connected to an approved public or private sewage disposal system. The connection plumbing shall be inspected and repaired if necessary to correct any sewage leakage.

F-9.3 Where a private sewage treatment system is in use, certification of adequacy shall be obtained from the responsible unit of government.

F-10 SPACE AND SECURITY. Each dwelling unit shall afford the residents adequate space and security.

F-10.1 A living room, kitchen area, and bathroom shall all be present.

F-10.2 The dwelling unit shall contain at least one sleeping or combined living and sleeping room of appropriate size for each two persons.

F-10.3 Exterior doors and windows accessible from outside the building shall be lockable.

F-10.4 Dwelling unit entrance doors from a common use space such as vestibule or hallway shall be lockable.

F-10.5 Each floor of the building and each dwelling unit must have U.L approved smoke detectors in accordance with code.

F-10.6 Each floor of the building and each dwelling unit must have U.L. approved carbon monoxide detectors in accordance with code.

F-11 FOOD PREPARATION AND REFUSE DISPOSAL. Each dwelling unit shall contain suitable space and equipment to store, prepare, and serve food and dispose of waste and refuse in a sanitary manner.

F-11.1 Each dwelling unit shall contain the following equipment in operating condition:

F-11.2 Cooking equipment appropriate for the type, and anticipated occupancy of the dwelling unit;

F-11.3 Refrigerator of appropriate size for the anticipated occupancy of the dwelling unit;

F-11.4 Kitchen sink plumbed with hot and cold running water and plumbed to drain into an approved public or private sewer system.

F-11.2 Adequate space for the storage, preparation and serving of food shall be provided. Food storage space shall be cabinets or pantry type storage. Food preparation space shall be counters or other horizontal workspace.

F-11.3 There shall be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

F-12 SANITARY CONDITION. The building(s) and its equipment shall be in sanitary condition.

F-12.1 The building, its equipment, and each dwelling unit shall be free of rodent, insect and other vermin infestation.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0651 **Version:** 1 **Name:** Security Officers
Type: Agenda Item **Status:** Police
File created: 7/10/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Accept the Civil Service list of certified candidates for Security Officers. Appoint Jeff Lyman and Carl Fisher to the position of full-time Security Officer and appoint Gregg Deutsch, Karl Newman, Joe Rabbers, Samantha Perry, Jeffrey Roerick and Gary DeGrio to the position of part-time Security Officer.

Sponsors:

Indexes:

Code sections:

Attachments: [Sec. Description.pdf](#)
[GICH - Grand Rapids PD Agreement - Final 3-4-14.pdf](#)

Date	Ver.	Action By	Action	Result
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Accept the Civil Service list of certified candidates for Security Officers. Appoint Jeff Lyman and Carl Fisher to the position of full-time Security Officer and appoint Gregg Deutsch, Karl Newman, Joe Rabbers, Samantha Perry, Jeffrey Roerick and Gary DeGrio to the position of part-time Security Officer.

Background Information:

At the March 24, 2014 City Council Meeting, the city approved entering into a Security Agreement with Grand Itasca Clinic and Hospital and authorized the police department to begin the hiring process.

The list of certified candidates for full-time and part-time security officers has been reviewed. The selection process has concluded and offers of employment have been made to Mr. Jeff Lyman and Mr. Carl Fisher for the position of full-time Security Officer. Offers of employment have also been made to Mr. Gregg Deutsch, Mr. Karl Newman, Mr. Joe Rabbers, Ms. Samantha Perry, Mr. Jeffrey Roerick and Gary DeGrio for the position of part-time Security Officer. All offers are contingent upon successful completion of a background check, pre-employment physical, psychological exam, drug test and City Council Approval.

Staff Recommendation:

It is staff recommendation to appoint the above mentioned candidates to the above mentioned positions.

Requested City Council Action

Consider accepting the Civil Service list of certified candidates for Security Officers. Appoint Jeff Lyman and Carl Fisher to the position of full-time Security Officer effective July 28, 2014 at a rate of \$18.18 per hour. Appoint Gregg Deutsch, Karl Newman, Joe Rabbers, Samantha Perry, Jeffrey Roerick and Gary DeGrio to the position of part-time Security Officer effective July 28, 2014 at a rate of \$18.18 per hour.

Hospital Security

Dept/Div: Police

FLSA Status: Non-Exempt

General Definition of Work

Performs intermediate protective service work maintaining hospital security, and related work as apparent or assigned. Work is performed under the limited supervision of the Assistant Chief of Police.

Qualification Requirements

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

Essential Functions

Maintains security at the Grand Itasca Clinic and Hospital on foot or in a vehicle to preserve law and order, to prevent and discover the commission of crime; receives complaints and solves problems/issues in assigned areas.

Responds to calls and complaints involving the Grand Itasca staff, facilities and grounds; provides first aid for injured persons; takes precautions to minimize disruptions; prepares written reports to document activities; provides supplementary or miscellaneous reports as required.

Responds to emergencies affecting patients, staff and members of the public; coordinates activities with police officers and fire department personnel in response to emergencies on hospital/clinic grounds or facilities.

Provides escort services to hospital/clinic employees during shift changes; provides escort services to visitors upon request.

Reports activities/situations that require the attention of Grand Itasca officials including safety hazards and property damage.

Responds to questions, provides information and gives directions or aid as requested by the public.

Provides after hours security checks to Grand Itasca Clinic and Health facilities.

Directs traffic as required.

Conducts tours and makes informational appearances as required.

Prepares information and reports for evidentiary purposes; provides testimony in court as required.

Performs related duties as required.

Knowledge, Skills and Abilities

Thorough knowledge of City of Grand Rapids City Policies, Police Department Policies, Grand Itasca Clinic/Hospital Policies; thorough knowledge of Officer Reports and daily logs; comprehensive knowledge of security systems and cameras, Taser operation; thorough knowledge of 800 MHz radio communication and hospital communication equipment; ability to apply handcuffs; thorough knowledge of Police Department records management and computer aided dispatch systems; ability to assist with patient restraints; ability to operate standard office equipment and software; ability to operate audio/visual recording equipment; must be able to work rotating shifts, on-call and on-duty emergencies; ability to establish and maintain effective working relationships with co-workers, supervisors and members of the public.

Education and Experience

High school diploma or GED, or equivalent combination of education and experience.

Hospital Security

Dept/Div: *Police*

FLSA Status: *Non-Exempt*

Physical Requirements

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

Special Requirements

CPR/First Aid.

Taser Training.

Use of Force Training.

Defensive Tactics Training.

Valid driver's license in the State of Minnesota.

Last Revised: 4/8/2014



Agreement to Provide Security Services

This Agreement to Provide Security Services ("Agreement"), entered into on the last day below written, between the City of Grand Rapids, a Minnesota municipal corporation, by and through its Police Department ("**Contractor**"), and Grand Itasca Clinic and Hospital, a Minnesota nonprofit corporation ("**Owner**") allows Contractor to provide security services at Owner's main campus hospital and clinic facilities, as well as, parking lot located at 1601 Golf Course Road, Grand Rapids, MN 55744, which for purposes of this Agreement shall be known as the "Premises".

Term.

This Agreement shall begin on June 1, 2014 and continue until December 31, 2018, unless modified in writing and signed by both parties.

Independent Contractor.

The parties agree that Contractor is an independent contractor in all respects and is not an employee of Owner and, further, is not engaged in a joint venture with Owner. Contractor will determine the means and manner by which the security services under this Agreement are accomplished, and will furnish all materials and equipment necessary for the Security Officer's to provide the Security Services. However, Owner will provide all necessary radio booster equipment needed communicate with the Grand Rapids Amour 800 system. Neither Contractor nor the Security Officers shall be entitled to receive or accrue any employee benefits that Owner may make available or provide to its employees, including, but not limited to, health care insurance benefits, workers compensation insurance, vacation benefits, paid holidays, paid sick leave and paid disability leave, and are not entitled to participate in any Owner benefit plan.

Services Provided.

Contractor shall provide qualified, unarmed (other than equipped with a TASER), uniformed personnel ("Security Officers") to provide security services for Owner's Premises. At least one Security Officer shall be present on the Premises for ten hours on every Sunday, Monday, Tuesday, Wednesday and Thursday, and for twenty hours on each Friday and Saturday, except for occasional times to allow for position vacancies, training sessions and unforeseen Security Officer unavailability due to illness, and the like, or if Contractor vacancies result due to reports of unsatisfactory Security Officer performance from Owner.

Typical security duties will include, but are not limited to: maintaining a safe orderly work environment, monitoring the entry and exit of individuals from the Premises, inspecting facilities to ensure doors, windows, and roofs are secure, protecting property and promoting theft prevention through Security Officers' physical presence while making security checks throughout the Premises, reporting of unusual conditions to the proper personnel including law enforcement, maintaining security logs, and writing reports. Under no circumstances will Security Officers be expected to perform the duties of Owner's regular employees.

Training and Qualifications.

Contractor shall ensure that all Security Officers providing services to Owner under this Agreement have been sufficiently trained in protecting Owner's Premises, owner's personnel, patients and visitors from harm, to the extent possible. In addition, Contractor agrees that Owner may require Contractor and/or Security Officers to undergo training on Owner-specific policies and procedures, determined by Owner to be required for the provision of services under this Agreement.

Contractor shall see to it that all Security Officers provided under this Agreement have obtained all proper licenses. All Security Officers provided by Contractor shall have and carry in their possession at all times on Owner's Premises approved Grand Rapids Police Department identification, a valid Minnesota driver's license or Minnesota identification card issued by the Minnesota Department of Public Safety. If driving is a requirement of Security Officers, a valid Minnesota driver's license is mandatory.

All Security Officers shall have satisfactorily passed a criminal and employment background check in accordance with the City of Grand Rapids and the Grand Rapids Police Commission approved hiring practices. In addition, Contractor shall verify that no Security Officer providing security services under this Agreement is excluded from participation in Federal Health Care Programs by querying the Office of Inspector General Online Searchable Database, available at <https://oig.hhs.gov/exclusions/index.asp>.

All Security Officers shall possess a high school diploma or GED equivalent, and shall have the ability to speak, read, and write the English language; understand and carry out oral and written directions, write accurate and clear reports; monitor environmental and electronic security systems, if any.

All Security Officers assigned work under this Agreement shall have a physical examination and be in good physical condition, which enables him/her to perform the full range of security work. Security Officers must be fully capable of performing work requiring moderate to arduous physical exertion under either normal or emergency conditions, in accordance with current City of Grand Rapids and Grand Rapids Police Commission approved hiring practices.

Contractor shall provide to Owner, upon request, evidence that all Security Officers assigned to the Premises under this Agreement have passed a pre-employment drug screening examination in accordance with the current City of Grand Rapids and Grand Rapids Police Commission approved hiring practices.

Security Officers shall be mentally alert and capable of exercising good judgment, following instructions, and assimilating necessary specialized training.

Security Officers assigned to the Premises shall also have undergone the following training and shall keep all certifications as to such training current during the term of this Agreement:

1. Met Contractor required physical fitness standards
2. Met Contractor required defensive tactics standards
3. Be a certified TASER operator
4. First Aid and CPR; certification cards shall be carried while on duty
5. The City of Grand Rapids employment policies, as well as, the Owner's policies.

Contractor shall ensure that while on duty the Security Officer possess only Contractor approved equipment including but not limited to:

- Soft body armor,
- Handcuffs,
- Flashlight,
- Gloves,
- TASER,
- Expandable baton,
- Portable radio.

All such equipment shall be furnished by Contractor.

The Security Officer shall be prohibited from the following unless on an authorized work break:

1. Listening to any audio/visual equipment or other audio medium that is not directly job-related.
2. Reading materials that are not job-related.
3. Use telephones or electronic devices that are not job-related.
4. Entertain personal visitors unless preauthorized by the Contractor in consultation with the Owner.
5. The Security Officer shall at all times adhere to all employment policies of the City of Grand Rapids.

Security Officers shall contact local law enforcement or emergency personnel as needed following the applicable Contractor's and Owner's notification procedures.

For any incident which results in Contractor's personnel contacting emergency services including, but not limited to, police, fire or medical, Contractor shall, no later than the next business day contact the Owner regarding the incident which prompted such call. Except for ongoing investigations, within 3 business days after the incident, Contractor shall provide to the Owner a written summary of the incident while following appropriate privacy protocols, unless prohibited or restricted by the Minnesota Data Practices Act Ch. 13, as may be modified from time to time.

Owner shall have the right to request disciplinary action for any Security Officer found to be in violation of any of these requirements. Any request by the Owner for disciplinary action for a Security Officer shall be followed up by the Contactor initiating an investigation into the circumstance that initiated the request by the Owner. This investigation shall follow current Contractor internal investigatory and disciplinary procedures.

Supervision.

Contractor shall adequately supervise its Security Officers assigned under this Agreement. "Adequately supervise" includes, but is not limited to: insuring staffing levels are met, insuring prompt Security Officer arrival and attendance noting security personnel work habits, insuring personnel neat and professional appearance. Contractor shall designate a "Security Officer supervisor" that Owner shall communicate with regarding concerns over Security Officers performance under this Agreement. The Security Officer supervisor shall make unannounced visits to the Premises per week to observe Security Officer performance at a frequency that is determined by both the Owner and Contractor.

Owner shall designate a person or persons to coordinate with the Security Officer supervisor regarding the performance of the obligations under this Agreement. During the term of this Agreement, the parties agree to meet on a regular basis to review the security services and Contractor's performance under this Agreement. Such meetings shall be held on a least a weekly basis during the first month following the commencement of this Agreement, and thereafter at such frequency as Owner, or Contractor, may reasonably request.

If unsatisfactory performance or behavior is observed by Owner's personnel, the Owner shall communicate the matter to the Security Officer supervisor to attempt to rectify the situation. In the event such unsatisfactory performance or behavior cannot be reasonably rectified, Owner shall have the right, in its sole discretion, to require Contractor to remove any Security Officer from providing services under this Agreement.

Insurance.

Contractor is responsible for providing liability, automobile, and worker's compensation insurance for all Security Officers provided and will name Owner as an additional insured on all policies of insurance related to the provision of services under this Agreement. Contractor shall maintain automobile and workers compensation insurance coverage at levels that satisfy applicable legal requirements. Contractor shall maintain liability insurance coverage for itself and its employees in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence, with a Three Million Dollar (\$3,000,000) annual aggregate.

Indemnification.

Contractor agrees to release, indemnify, defend and hold Owner, its officers, agents, and employees harmless from any loss, cost, damage, penalty, fine or bodily injury (including death) of whatsoever kind

or nature arising out of or incidental to Contractor's performance under this Agreement except to the extent caused by Owner's negligence or willful misconduct.

Confidentiality.

During the course of performing services under this Agreement, Contractor may have access to employee and patient data, computer software, or other technical or business information. Contractor agrees to treat as confidential all information concerning Grand Itasca Clinic and Hospital patients and employees of which Contractor is made aware in connection with performing services. Contractor agrees to maintain all such confidential information during the term and after termination of this Agreement, and not disclose or permit access to any third party of any such confidential information. To the extent the security services provided by Contractor under this Agreement involve the use or disclosure of individually identifiable health information, Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA"), and cooperate with Owner to ensure compliance with HIPAA and ARRA, including, but not limited to, all provisions of the Business Associate Agreement attached hereto as Exhibit 1.

Payment.

The cost to Owner for the services provided by Contractor are agreed to and specified by Exhibit 2 attached hereto. The costs shall be invoiced monthly. Invoices shall be paid by Owner within 30 days of the receipt of the invoice.

Termination.

Either party may terminate this agreement at any time for any reason by giving the other party a 90 (ninety) day notice. If the City of Grand Rapids terminates this contract the City will be solely responsible for all security officers unemployment expenses. If Grand Itasca Clinic and Hospital terminates this contract they will reimburse the City of Grand Rapids for all of the City's security officers unemployment expenses.

This Agreement may be terminated immediately for cause with no further obligation of either party for any of the following:

- Contractor's (or any Security Officer's) unauthorized disclosure of protected health information or other confidential information.
- Owner's failure to pay for Security services in a timely manner.
- Any other breach of this Agreement which remains uncured for 10 days.

Entire Agreement.

This Agreement represents the entire agreement between the parties as of the effective date and may only be modified by an instrument, in writing, signed by both parties.

City of Grand Rapids

Grand Itasca Clinic and Hospital

Thomas Pagel, City Administrator

Date: _____

Michael Youso, President and CEO

Date: _____

Dale Adams, Mayor

Date: _____

EXHIBIT 1

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement Addendum ("BAA"), effective _____, 2014 ("Effective Date"), is entered into by and between **Grand Itasca Clinic & Hospital** with offices at 1601 Golf Course Road, Grand Rapids, MN 55744 (the "Covered Entity") and the City of Grand Rapids, (the "Business Associate") (collectively "the Parties).

I. RECITALS

Section 1. Covered Entity is a health care provider. The U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of Individually Identifiable Health Information obtained, created or maintained by certain entities, including health care providers.

Section 2. Business Associate, through the provision of certain SECURITY services for or on behalf of the Covered Entity is a "business associate" of the Covered Entity as that term is defined in 45 C.F.R. § 160.103.

Section 3. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

In consideration of the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

II. DEFINITIONS

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meaning established for purposes of Title 45 parts 160 and 164 of the United States Code of Federal Regulations, as amended from time to time.

"Electronic PHI" means Electronic Protected Health Information, as defined in 45 CFR § 160.103, limited to the information received from or created or received on behalf of Covered Entity by Business Associate.

"Protected Health Information" shall have the same definition as Protected Health Information under 45 CFR §160.103, limited to the information created or received by Business Associate on behalf of Covered Entity.

“**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

III. OBLIGATIONS OF BUSINESS ASSOCIATE AND COVERED ENTITY

A. BUSINESS ASSOCIATE OBLIGATIONS

Section 1. Use and Disclosure of Protected Health Information. Business Associate may use and disclose Protected Health Information only as required to satisfy its obligations under this BAA, as permitted herein, or as required by law, but shall not, and shall ensure that its directors, officers, employees, contractors and agents shall not otherwise use or disclose any Protected Health Information except as otherwise provided in this BAA. Business Associate shall not use or disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Rule if used or disclosed by the Covered Entity or violate the minimum necessary policies and procedures of the Covered Entity. Business Associate may use Protected Health Information (i) for Business Associate’s proper management and administrative services, (ii) to carry out the legal responsibilities of Business Associate, (iii) to provide data aggregation services relating to the health care operations of the Covered Entity if required under the Agreement(s) as permitted by 45 C.F.R. 164.504(e)(2)(i)(B) or (iv) to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502(j)(1). Additionally, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are required by law.

Section 2. Safeguards Against Misuse of Information. Business Associate agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this BAA. Further, Business Associate will work diligently and cooperatively with Covered Entity to establish procedures and to take appropriate steps which mitigate, to the extent reasonably possible, deleterious effects of any unauthorized use and/or disclosure of Protected Health Information.

Section 3. Reporting of Disclosures of Protected Health Information. Business Associate shall, within five (5) business days of becoming aware of any use or disclosure of Protected Health Information in violation of this BAA by Business Associate, its officers, directors, employees, contractors or agents or by a third party to which Business Associate disclosed Protected Health Information pursuant to Section 4 of this BAA, report any such disclosure to the Privacy Officer of the Covered Entity in writing. Each report of a breach will address the following: (i) identify the nature of the non-permitted or violating use or disclosure; (ii) identify the Protected Health Information used or disclosed; (iii) identify who made the non-permitted or violating use or disclosure; (iv) identify who received the non-permitted or violating use or disclosure; (v) identify what corrective action Business Associate took or will take to prevent

further non-permitted or violating uses or disclosures; (vi) identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and (vii) provide such other information as Covered Entity may request.

Section 4. Agreements by Third Parties. Business Associate shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to Protected Health Information, which is received from, created, or received by Business Associate on behalf of the Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this BAA with respect to such Protected Health Information.

Section 5. Access to Information. Within ten (10) business days of a request by the Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within ten (10) business days forward such requests to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity.

Section 6. Amendment of Protected Health Information. Within ten (10) business days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526. In the event any individual directs a request for amendment to Protected Health Information directly to Business Associate, Business Associate shall within two (2) days forward such requests to the Covered Entity.

Section 7. Accounting of Disclosures. Within ten (10) days of notice by the Covered Entity to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information, other than disclosures related to Treatment, Payment or Healthcare Operations purposes (as those terms are defined in 45 C.F.R. § 164.501), and not relating to disclosures made earlier than seven (7) years prior to the date on which the accounting was requested or earlier than the effective Date of this BAA, Business Associate shall make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that an individual requests such an accounting directly to Business Associate, Business Associate shall, within two (2) days,

forward such request to the Covered Entity. Business Associate hereby agrees to implement an appropriate record-keeping process to enable it to comply with the requirements of this Section.

Section 8. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, created, or received by Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of determining the Covered Entity's compliance with the Privacy Standards. Business Associate will maintain records relating to disclosure of Protected Health Information for at least seven (7) years. In addition, upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within fourteen (14) days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this BAA.

Section 9. Notice of Request for Data. Business Associate agrees to notify the Covered Entity within five (5) business days of Business Associate's receipt of any request or subpoena for Protected Health Information. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with the Covered Entity in such challenge.

Section 10. Destruction of Protected Health Information not Maintained in a Designated Record Set. Unless otherwise directed by Covered Entity, Business Associate may elect to destroy Protected Health Information received or maintained pursuant to this BAA if the Protected Health Information is not maintained in a Designated Record Set. Business Associate will either physically shred or electronically purge Protected Health Information not maintained in a Designated Record Set when the Protected Health Information is no longer needed for Business Associate's provision of services to Covered Entity.

Section 11. Injunction. Business Associate hereby agrees that the Covered Entity will suffer irreparable damage upon Business Associate's breach of this BAA and that such damages shall be difficult to quantify. Business Associate hereby agrees that the Covered Entity may file an action for an injunction to enforce the terms of this BAA against Business Associate, in addition to any other remedy the Covered Entity may have.

Section 12. Limitation of Liability. Business Associate agrees to indemnify and hold Covered Entity and each of its affiliates, and their officers, directors and employees (the "Indemnified Parties") harmless from and against all claims, causes of action, damages, loss, costs and expenses (including fines, penalties and reasonable attorneys' fees) suffered or incurred by any of the Indemnified Parties and arising out of or related to a breach of this BAA attributable to the Business Associate, its employees and agents, or its subcontractors, including, but not limited to, costs and expenses incurred by Covered Entity in providing notice to individuals of any Breach of Unsecured PHI by Business Associate.

Section 13. Electronic PHI Safeguards. Business Associate will:

- a. develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with HIPAA, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Electronic PHI. Business Associate will document and keep these safeguards current;
- b. make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary of the Department of Health and Human Services ("HHS") for purposes of determining the Covered Entity's compliance with the Security Rule;
- c. ensure that any and all of the Business Associate's subcontractors or agents to whom the Business Associate provides Electronic PHI agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI; and
- d. report to the Covered Entity any Security Incident with respect to Electronic PHI of which it becomes aware, according to the procedure described below. The Security Rules defines a "Security Incident" as an attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, involving Electronic PHI that is created, received, maintained or transmitted by or on behalf of a covered entity. Since the Security Rules include attempted unauthorized access, use, disclosure, modification or destruction of information, Covered Entity needs to have notice of attempts to bypass electronic security mechanisms. The Parties recognize and agree that the significant number of meaningless attempts to, without authorization, access, use, disclose, modify or destroy Electronic PHI will make a real-time reporting requirement unfeasible for Business Associate. Therefore, the Parties agree to the following reporting procedures for Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of information or interference with system operations ("Successful Security Incidents") and for Security Incidents that do not so result ("Unsuccessful Security Incidents").

For Unsuccessful Security Incidents, the Parties agree that this paragraph constitutes notice of such Unsuccessful Security Incidents. By way of example, the Parties consider the following to be illustrative of Unsuccessful Security Incidents when they do not result in actual unauthorized access, use, disclosure, modification or destruction of Electronic PHI or interference with an information system:

- Pings on Business Associate's firewall,
- Port scans,
- Attempts to log on to a system or enter a database with an invalid password or Username,
- Denial-of-service attacks that do not result in a server being taken off-line, and
- Malware (worms, viruses, etc).

For Successful Security Incidents, Business Associate shall give notice to Covered Entity not more than five (5) business days after Business Associate learns of the Successful Security Incident;

Section 14. Breach. Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI by Business Associate or any of its officers, directors, employees, subcontractors or agents. All notifications of Breach of Unsecured PHI will be made by Business Associate to Covered Entity within two (2) days of discovery (as defined in 45 C.F.R. § 164.410). All notifications will comply with Business Associate's obligations under, and include the information specified in, Section 13402 of HITECH and 45 C.F.R. § 164.410 and include any other available information that Covered Entity is required to include in its notification to individuals pursuant to 45 C.F.R. § 164.404(c). In the event of a Breach, Business Associate will cooperate with Covered Entity to notify, at Business Associate's expense, (i) individuals whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed, and (ii) the media, as required pursuant to 45 C.F.R. § 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach. Business Associate shall indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a Breach caused by Business Associate or its officers, directors, employees, subcontractors or agents.

Section 15. Minimum Necessary. Business Associate and its agents or subcontractors, if any, shall only request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure. Business Associate agrees, and it will ensure that its agents or subcontractors agree, to comply with Section 13405(b) of HITECH, any regulations issued thereunder or any guidance from the Secretary regarding what constitutes the definition of minimum necessary.

Section 16. Remuneration. Business Associate will not, except for payments from Covered Entity or health plans for services performed pursuant to this BAA, directly or indirectly receive remuneration in exchange for Covered Entity PHI. Business Associate will not use or disclose Covered Entity PHI for research or marketing purposes without first obtaining prior written approval from Covered Entity and obtaining the necessary authorizations from the affected individuals.

B. COVERED ENTITY OBLIGATIONS

Section 1. Privacy Practices. If and only to the extent applicable, Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

Section 2. Individual's Request. If and only to the extent applicable, Covered Entity shall notify Business Associate of any changes in, revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

Section 3. Restrictions of Covered Entity. If and only to the extent applicable, Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. TERM AND TERMINATION

Section 1. Term. This BAA shall become effective on the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Agreement(s).

Section 2. Termination Upon Breach of Provisions Applicable to Protected Health Information. This BAA may, in accordance with HIPAA including 45 C.F.R. section 164.504(e)(2)(iii), be immediately terminated by the Covered Entity upon written notice to Business Associate if Covered Entity in its sole discretion, determines that Business Associate has breached a material term of this BAA. Alternatively, in its sole discretion, Covered Entity may give five (5) days written notice to Business Associate in the event that the Business Associate breaches any provision contained in this BAA and such breach is not cured within such five (5) day period upon mutually agreeable terms. Covered Entity shall also have the option to immediately stop all further disclosures of Protected Health Information to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this BAA. In the event that termination of this BAA is not feasible, in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary, notwithstanding any other provision of this BAA to the contrary.

Section 3. Return or Destruction of Protected Health Information upon Termination. Unless otherwise directed by Covered Entity, upon termination of this BAA, Business Associate shall either return or destroy all Protected Health Information received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity and which Business Associate maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractor, contractors or agents of the Business Associate. Business Associate shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that the Covered Entity agrees that it is not feasible for Business Associate to return or destroy such Protected Health Information, the terms and provisions of this BAA shall survive such termination or expiration and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information, for so long as Business Associate maintains such Protected Health Information.

VI. GENERAL PROVISIONS

Section 1. Effect. The terms and provisions of this BAA shall supersede any other conflicting or inconsistent terms and provisions in any agreement(s) relating to the confidentiality of Protected Health Information between the Parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

Section 2. Amendment. Business Associate and Covered Entity agree to amend this BAA to the extent necessary to allow either party to comply with the Privacy Rule and the Security Rule promulgated or to be promulgated by the Secretary or other relevant regulations or statutes. All such amendments shall be made in a writing signed by both parties.

Section 3. No Third Party Beneficiaries. Business Associate and Covered Entity understand and agree that individuals who are the subject of Protected Health Information are not intended to be third party beneficiaries of this BAA.

Section 4. Severability. In the event that any provision of this BAA violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this BAA, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this BAA.

Section 5. No Waiver. No provision of this BAA may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Section 6. Governing Law. This BAA shall be construed and governed in accordance with the laws of the State of Minnesota, excluding its conflict of laws provisions.

Section 7. Assignment. This BAA shall not be assigned by Business Associate without the prior written consent of Covered Entity.

Section 8. Relationship of the Parties. The relationship of Business Associate and Covered Entity is that of independent contractors and all acts performed by Business Associate shall be performed in its capacity as an independent contractor.

Section 9. Counterparts; Facsimile Signature. This BAA may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

Section 10. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this BAA to be executed by their duly authorized representatives.

BUSINESS ASSOCIATE

BY: _____

Title: _____

Date: _____

COVERED ENTITY

BY: _____

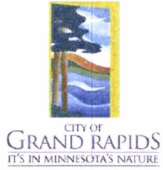
Title: _____

Date: _____

EXHIBIT 2

FEEES FOR SECURITY SERVICES

[to be added]



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0529 **Version:** 1 **Name:** Waste Management Rate Increase
Type: Agenda Item **Status:** Administration Department
File created: 5/21/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: A request from Waste Management for a rate increase in accordance with the license agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [7-14-14 Waste Management Letter](#)
[7-14-14 Waste Management PI Request Information](#)

Date	Ver.	Action By	Action	Result
5/27/2014	1	City Council	Tabled	Pass

A request from Waste Management for a rate increase in accordance with the license agreement.

Background Information:

Attached is a letter from Waste Management requesting a rate increase in accordance with the license agreement between them and the City. The agreement is attached for reference. A representative from Waste Management will be available for questions.

Staff Recommendation:

City staff is recommending approval of the rate increase request.

Requested City Council Action

Consider approval of a rate increase as requested by Waste Management in accordance with the license agreement.



June 26, 2014

Mr. Tom Pagel, Mayor Adams and City Councilors
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Dear Mr. Pagel, Mayor Adams and City Councilors,

The purpose of this letter is to bring forward an updated request to the City Council for a rate increase in the residential trash and recycling service for the residents of Grand Rapids, effective on August 1, 2014. As you may recall, the original request was made at the May 27, 2014 Council Meeting. At that time, additional information was requested before granting approval. I provided the information to Mr. Pagel in an email on May 28, 2014. According to the terms of the "License Agreement" between Waste Management and the City of Grand Rapids, Waste Management may request an annual increase in May, to become effective in August.

I would like to point out that although Waste Management was entitled to request an increase last year, we did not. The current rate will have been in effect for two full years by the time the new rate goes into effect in August, if approved by the Council.

According to the "License Agreement", the requested increase shall not be greater than the change in the Consumer Price Index, Midwest Region, for All Items, for the period since the last monthly service rate setting. The current increase in the CPI, through May 2014 is 2.7%. I am attaching the latest data from the Bureau of Labor Statistics, that has the explanation of how I arrived at the 2.7% increase number, for your review.

I would like to respectfully request that the Council approve this request at the July 14, 2014 City Council Meeting.

Sincerely,

Darrell Hoekstra

Darrell Hoekstra
WASTE MANAGEMENT
Dhoekstra2@wm.com
952-736-2430 – Office
612-965-9620 – Mobile

Bureau of Labor Statistics

Consumer Price Index - All Urban Consumers												
Original Data Value												
Series Id: CUUR0200SA0												
Not Seasonally Adjusted												
Area: Midwest												
Item: All items												
Base Period: 1982-84=100												
Years: 2004 to 2014												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004	179.4	180.2	181.0	181.5	182.9	183.3	183.2	183.3	183.6	184.5	184.8	183.8
2005	184.1	185.2	186.3	187.7	187.4	187.8	188.4	189.7	192.5	192.1	190.3	189.7
2006	190.8	190.7	192.0	193.0	193.6	194.1	194.6	195.1	193.7	192.3	192.8	192.9
2007	193.068	194.458	196.389	197.405	199.194	199.263	198.989	198.551	199.714	199.455	200.762	200.227
2008	201.427	201.896	203.723	205.393	207.168	208.968	210.071	209.351	209.252	206.019	201.737	199.582
2009	200.815	201.453	202.021	202.327	203.195	205.350	204.814	205.632	205.601	205.706	206.247	205.613
2010	206.564	206.563	207.359	207.777	207.987	207.886	208.211	208.639	208.788	208.689	208.816	209.270
2011	210.388	211.090	212.954	214.535	215.899	215.954	216.099	216.586	216.968	215.653	215.614	215.173
2012	216.368	216.855	218.975	219.405	219.145	219.017	218.956	220.462	221.125	220.375	219.483	219.033
2013	219.282	221.599	222.121	221.931	223.049	223.775	222.902	223.046	223.252	222.171	221.718	221.194
2014	222.247	223.493	225.485	226.214	226.565							
					2.70%							
The CPI Index number in August 2012 when the new contract went into effect was 220.462 (yellow highlighted box above). The latest available CPI Index number at the time of the requested increase is 226.565 (green highlighted box above). Take the most recent number, 226.565, and subtract the starting number, 220.462. The difference is an increase of 6.103. Divide 6.103 by the starting number and you get the percentage of increase, which is 2.7%.												
If you want to double check the percentage of increase, take the starting number of 220.462 and multiply it by 2.7% and it comes out to 226.414, so our actual request is just a fraction under what the actual number of 226.565 is.												

Server Error

The server encountered a temporary error and could not complete your request.

Please [try again](#) in 30 seconds.

June 26, 2014

Marcia Anderson, Director
Grand Rapids Area Library
140 NE 2nd Street
Grand Rapids MN 55744

Dear Marcia,

I am writing this letter as the formal announcement my retirement from the Grand Rapids Area Library as Office and Technical Processing Clerk. My last day of work will be July 31, 2014.

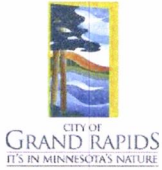
I would like to thank you for the wonderful last few years of working for the library. After twenty-three years of library work, I will miss my coworkers and the library a great deal, but I am ready to begin the next phase of my life.

Please do not hesitate to contact me, if you need assistance after I retire. I would be more than happy to answer any questions that might arise.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Saxton".

Mary Saxton
Office and Technical Process Clerk
Grand Rapids Area Library
140 NE 2nd St.
Grand Rapids MN 55744
218-326-7640 x 1



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0646 **Version:** 1 **Name:** Consider accepting the notice of resignation from Dustin Lane, Firefighter.
Type: Agenda Item **Status:** Administration Department
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider accepting the notice of resignation from Dustin Lane, Firefighter.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider accepting the notice of resignation from Dustin Lane, Firefighter.

Background Information:

Dustin Lane, Firefighter, has submitted his notice of resignation from the Grand Rapids Fire Department effective July 8, 2014. In his notice, Dustin explained that *"changes in life and opportunities that my family and I have been waiting for have moved us to a new location with a much busier lifestyle. We are very happy and having a blast. Thank you for the experiences and the training."*

Staff Recommendation:

Fire Chief A.J. Morse is recommending accepting the notice of resignation from Dustin Lane, Firefighter, with appreciation for his six years of service with the Grand Rapids Fire Department.

Requested City Council Action

Consider accepting the notice of resignation from Dustin Lane, Firefighter, effective July 8, 2014.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0637 **Version:** 1 **Name:** Civic Center Roof Award
Type: Agenda Item **Status:** Administration Department
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: A resolution awarding a contract to Nelson Roofing for the roof replacement on the IRA Civic Center
Sponsors:
Indexes:
Code sections:
Attachments: [Civic Center Photo 1.pdf](#)
[Civic Center Photo 2.pdf](#)
[7-14-14 Resolution civic center Roof Award Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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A resolution awarding a contract to Nelson Roofing for the roof replacement on the IRA Civic Center

Background Information:

At the May 27, 2014, regular council meeting, the city council rejected the bids for the Civic Center roof replacement project because the bids were too high. One of the main reasons the bids were high was additional protection that was needed for the four exhaust fans when snow and ice fall off of the west venue roof onto the east venue roof that is being replaced. Pictures are attached identifying the existing conditions of the roof. As a result of the high bids, the plans were revised to relocate the four exhaust fans east, further away from the west venue roof, and integrate a design protection wall that is integrated into the roof instead of on top of the roof. It also eliminated the need for the protective coverings over the exhaust fans.

Bids were opened on Tuesday, July 1, 2014, for the revised plans. Two bids were received. The low bid for a fully adhered roof was from Nelson Roofing at \$328,576 and second low bid was Range Cornice & Roofing at \$345,945. An alternative to use a ballasted membrane roof was received with Nelson deducting \$36,260 and Range deducting \$26,963. The original low bid from Nelson that was rejected was \$441,060 for fully adhered with a deduct of \$39,060 for a ballasted membrane.

City staff have contacted IRRRB to determine if Public Works grant funding could be accessed to assist with the project. IRRRB staff have indicated that this year they will only be awarding Public Works grant funding to project that create new commercial/industrial development.

Staff Recommendation:

City staff is recommending a resolution awarding a contract to Nelson Roofing for the base bid in an amount of \$328,576 for a fully adhered roof. A fully adhered roof is stronger and will sustain a longer life than a ballasted membrane.

Requested City Council Action

Consider a resolution awarding a contract to Nelson Roofing for the base bid in an amount of \$328,576 for a fully adhered roof.





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

RESOLUTION NO. 14-__

**A RESOLUTION ACCEPTING BID FOR
CIVIC CENTER ROOF REPLACEMENT PROJECT**

WHEREAS, pursuant to an advertisement for the Civic Center Roof Replacement project, which includes the replacement of the roof, and associated appurtenances. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid	Deduct Alternate
Nelson Roofing	\$328,576	-\$36,260
Range Cornice & Roofing	\$345,945	-\$26,963

WHEREAS, the City Administrator is recommending the Base Bid be awarded to Nelson Roofing;

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

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Nelson Roofing in the name of the City of Grand Rapids for Civic Center Roof Replacement project for a total contract amount of \$328,576 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

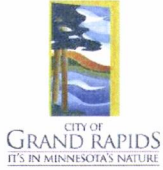
Adopted by the Council this 14th day of July, 2014.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0638 **Version:** 1 **Name:** LST Language Resolution
Type: Agenda Item **Status:** Administration Department
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: A resolution approving the referendum language for a local sales tax.

Sponsors:

Indexes:

Code sections:

Attachments: [7-14-14 Resolution Establish LST Question.pdf](#)

Date	Ver.	Action By	Action	Result
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A resolution approving the referendum language for a local sales tax.

Background Information:

The City Council previously approved a resolution establishing a referendum on the general election ballot requesting voters to consider a local sales tax to be used to fund street reconstruction and overlay projects in the 2016-2020 Capital Improvement Plan.

The attached resolution confirms the exact language to be utilized on the referendum question.

Staff Recommendation:

City staff is recommending the approval of the attached resolution establishing the referendum language.

Requested City Council Action

Consider a resolution approving the local sales tax referendum language.

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

RESOLUTION NO. 14-__

A RESOLUTION APPROVING THE REFERENDUM LANGUAGE TO ESTABLISH A LOCAL SALES TAX IN THE CITY OF GRAND RAPIDS

WHEREAS, the City of Grand Rapids, at the regular council meeting on May 12, 2014, adopted Resolution 14-40 Approving Specifics of a Proposal to Impose a Local Sales Tax in the City of Grand Rapids, and

WHEREAS, the question shall be asked of the voters of the City of Grand Rapids at the General Election conducted on November 4, 2014.

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

1. The referendum question shall state:
 - a. Shall the City of Grand Rapids be authorized to establish a sales tax of 1% to finance the costs of street and transportation infrastructure improvements within the City's five year Capital Improvement Plan for the years 2016 through 2020?

Adopted by the Council this 14th day of July, 2014.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0640 **Version:** 1 **Name:** Deer River Hired Hands Lease
Type: Agenda Item **Status:** Administration Department
File created: 7/9/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider a land lease with Deer River Hired Hands at the former Public Works garage property.
Sponsors:
Indexes:
Code sections:
Attachments: [7-14-14 MDI PW Lease.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider a land lease with Deer River Hired Hands at the former Public Works garage property.

Background Information:

Deer River Hired Hands is searching for property to locate a brush/timber recycle center. Residents are constantly calling the City asking where they can bring their brush and tree trimmings. The former Public Works site is zoned properly and vacant. The specific property that would be utilized is identified on Attachment A of the attached agreement. They would not be utilizing the existing impound building.

Staff Recommendation:

City staff is recommending that the City enter into a land lease with Deer River Hired Hands for \$1.00 per year as defined on the attached agreement. It will provide a site for our residents to bring their brush and tree trimming for recycling purposes.

Requested City Council Action

Consider approval of the attached land lease agreement with Deer River Hired Hands.

LAND LEASE

THIS AGREEMENT, made and entered into as of this ____ day of _____, 2014, by and between the **City of Grand Rapids**, a municipal corporation, 420 Pokegama Ave. North, Grand Rapids, Minnesota 55744, hereinafter referred to as "**City**"; and **Deer River Hired Hands, Inc.**, 3501 Boardway Street NE, Minneapolis, MN 55413, hereinafter referred to as "**Tenant**".

Property rented.

By signing below, Tenant agrees to rent from the City of Grand Rapids property located at 16th Avenue NW, identified as Property Identification Number 91-020-2311, and within the defined area on Attachment "A", in Itasca County, in the State of Minnesota (known as the "Property").

Term of Lease/Rent.

Tenant agrees to rent the property for an initial term beginning August 1, 2014. Said Lease shall expire one year later, July 31, 2015, and will be automatically renewed for one-year terms until notification of termination by either party. Tenant shall pay a yearly rent of one dollar (\$1.00). Payment shall be made by Tenant within 30 days of receipt of invoice from City. In addition, the Tenant shall pay all property taxes, utility expenses including, but not limited to, electric, heat, and waste disposal. In exchange for a reduced rental rate, Tenant shall allow the residents of the City to drop off trees and brush at no cost.

My Rights of Possession.

If the Tenant continues to keep all terms of this Lease current, the Tenant may peaceably use and enjoy the Property for the full term of this lease.

General Maintenance of the Property.

During the entire term of this lease, and any extension, Tenant agrees to:

- Keep the Property in a neat, clean and respectable condition and not permit any waste;
- Keep the Lease Area clear of ice; and
- Maintain the gravel surface on the Lease Area at Tenant's expense.

Use of the Property.

The use of the property is limited to a tree and brush recycling center.

Damage to the Property.

Tenant agrees to keep the Property in as good a condition as it now is, except for any damages caused by ordinary wear and tear. Except as explained below, the City of Grand Rapids has no obligation to make any alterations, improvements or repairs of any kind to the Property.

If the Property is damaged by fire, storm, or any other casualty that is not caused by the negligent or willful acts of the Tenant, agents, visitors or employees, then the following conditions apply. The City of Grand Rapids has the right to either repair the Property or terminate the lease.

No Subletting.

Tenant agrees not to assign or sublet the Property to anyone else unless Tenant first gets the City of Grand Rapids' written permission.

Insurance/Hold Harmless.

The Tenant hereby agrees to maintain public liability insurance and property damage insurance in sums as required by Minn. Stat. Cpt. 466.04. Tenant further agrees to furnish a certificate evidencing such coverage to the City upon execution of this agreement, and then each year upon the renewal of this agreement.

The Tenant hereby undertakes and agrees to release, indemnify, save and hold harmless the City of Grand Rapids, Minnesota against any liability whatsoever, including reasonable attorney fees in the defense of any claim, because of accident or injury to employees, guests, patrons and invitees or other persons or property occurring in any of his/her operations at the subject property not arising out of or caused by the negligence of the City.

Default.

Tenant will be in default under the terms of this agreement if the Tenant does not keep any of their promises in this agreement.

The City of Grand Rapids' Remedies if Default Occurs:

If Tenant is in default, the City of Grand Rapids may choose and rely upon one of the following remedies:

(a) The City of Grand Rapids may cancel Tenant's lease immediately and reenter and take possession of the Property. The City of Grand Rapids may remove every person and all personal property from the Property. The City of Grand Rapids may use reasonable force if necessary. The City of Grand Rapids does not have to give Tenant any notice of the City of Grand Rapids' intention to do this.

(b) The City of Grand Rapids may reenter and take possession of the Property without cancelling the lease. Tenant will have no further right to possess or use the Property but will continue to be obligated to keep all promises in this lease. The City of Grand Rapids' re-entry and possession after Tenant default will not in any way terminate Tenant's obligations to the City of Grand Rapids under this lease.

Notice of Termination.

This Lease shall continue on a yearly basis. Tenant and City agree to give at least a 180 day notice prior to terminating said Lease. The City has the right to terminate lease without cause and will not be required to reimburse Tenant rent on a prorated basis without interest.

Notice of Seizure Provision.

Tenant is hereby notified that Tenant will be considered in unlawful detention of the Property and subject to the default remedies in this lease, if any contraband or a controlled substance manufactured, distributed, or acquired in violation of the law is seized on the Property Tenant is

renting under this lease, incident to a lawful search or arrest and to which there are no defenses under the statute.

Additional Agreements.

By signing below, the City of Grand Rapids and Minnesota Diversified Industries agree that all the agreements made in this lease shall apply to and bind our heirs, executors, administrators and assigns. "Heirs, executors, administrators and assigns" includes anyone who inherits, receives or represents the interests of another person and who is looked at as having some or all of the same interests, rights and obligations of that other person.

City:

Tenant:

Dated: _____

Dated: _____

City of Grand Rapids

By: _____
Mayor

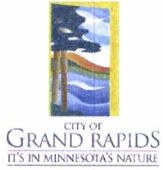
Deer River Hired Hands, Inc.

Its: _____

Its: _____

EXHIBIT "A"





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0648 **Version:** 1 **Name:** Consider allowing an additional carry over of 51.75 accumulated Flexible Time Off hours for Police Officer Gary O'Brien.

Type: Agenda Item **Status:** Administration Department

File created: 7/9/2014 **In control:** City Council

On agenda: 7/14/2014 **Final action:**

Title: Consider allowing an additional carry over of 51.75 accumulated Flexible Time Off hours for Police Officer Gary O'Brien.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider allowing an additional carry over of 51.75 accumulated Flexible Time Off hours for Police Officer Gary O'Brien.

Background Information:

The Flexible Time Off policy reads *"Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited."*

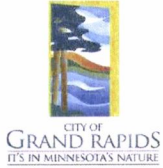
Police Officer Gary O'Brien had requested to utilize Flexible Time Off in June, but it was cancelled in order for him to attend canine training to become the Canine Officer for Radar. Because his anniversary date of hire is July 3rd, Officer O'Brien would lose those FTO officers he original had scheduled, unless an exception is made to allow him to carry the hours into the next year.

Staff Recommendation:

Assistant Chief of Police Steve Schaar has recommended allowing the carry over of an additional 51.75 accumulated Flexible Time Off hours for Police Officer Gary O'Brien, due to the unexpected training opportunity that arose during the time he had Flexible Time Off scheduled.

Requested City Council Action

Consider allowing an additional carry over of 51.75 accumulated Flexible Time Off hours for Police Officer Gary O'Brien to be utilized on or before July 3, 2015.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	14-0631	Version:	1	Name:	Conduct a Public Hearing to consider the adoption of an Ordinance that would amend Section 30-261 Definitions and Section 30-266 Public sites and open spaces of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.
Type:	Public Hearing	Status:			Public Hearing
File created:	7/9/2014	In control:			City Council
On agenda:	7/14/2014	Final action:			
Title:	Conduct a Public Hearing to consider the adoption of an Ordinance that would amend Section 30-261 Definitions and Section 30-266 Public sites and open spaces of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Conduct a Public Hearing to consider the adoption of an Ordinance that would amend Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.

Background Information:

Over the past couple of years, Community Development Department staff, with input from the City Engineer, had been developing draft amendments to modernize the City’s Subdivision Ordinance (Article V, Chapter 30). This process was completed in March of 2013, with the exception of Section 30-266 *Public sites and open spaces*.

A factor in the City’s updating of its Subdivision Ordinance was the League of Minnesota Cities’ encouragement to municipalities to review and consider updating portions that pertain to the dedication of park land/open space, so as to avoid any inconsistencies with Minnesota Statute §§462.358 Subd. 2b and 2c, which authorizes and governs the park dedication requirements of cities.

The statutory requirements are summarized as follows (*also outlined in the attached handout provided by the League*):

1. *The parkland dedication requirements and the methodology used to arrive at the requirements must be established by ordinance.*
2. *The city may accept either land or an equivalent amount in cash, based on the fair market value of the land.*
3. *Any cash payments received must be separately accounted for and used only for the purposes for which they were obtained.*
4. *Any cash payments may not be used for ongoing “operation or maintenance.”*
5. *The city must “reasonably determine” that the land or cash payment is needed to meet the increased demands of the new subdivisions.*
6. *There must be an “essential nexus” between the fees or dedication and purpose sought to be achieved by the fee or dedication, and the fee or dedication must bear a “rough proportionality” to the need created by the proposed subdivision or development.*

Section 30-266 *Public sites and open spaces* of the Subdivision Ordinance currently establishes a formula for the option

of money in lieu of parkland dedication which uses a set percentage of land value for both commercial and residential subdivisions. The League has expressed concern that these types of formulas could be viewed as arbitrary and may not adequately conform to the Statute, specifically what is summarized in points 5 and 6, above.

As you recall, when the Subdivision Ordinance update was complete, Section 30-266 remained intact, with no proposed amendments, as staff was in the process of working with the Park & Rec. Department to update portions of their *2001 Park Facility and Recreation Programming Plan*. These updates to the City's recreational needs tied directly to the development of a methodology which resulted in a compliant approach to establishment of parkland dedication requirements.

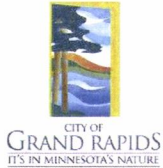
Mr. John Powers (Applied Insights^{north}) worked with Community Development Department staff on updating the Parkland Dedication ordinance, during and as part of his professional assistance with the Park Plan update project. Concurrently, at the May 5, 2014 Policy and Ordinance Review Committee meeting, the City Council was presented an overview of both the proposed amendments to Section 30-266, as well as the updated Parks and Trails Master Plan (which was adopted at the May 12th Council meeting).

The Planning Commission reviewed the draft amendments to Sections 30-261 and 30-266 at their February 19, 2014 regular meeting, and, based on their findings, which are incorporated into the draft ordinance, forwarded a recommendation for approval of the amendments to Article V.

Staff will present a brief PowerPoint presentation highlighting the most significant changes to the ordinance. The proposed amendments are incorporated into the draft Ordinance being considered as Exhibit "A" and Exhibit "B".

Requested City Council Action

Conduct a Public Hearing to consider the adoption of an Ordinance that would amend Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	14-0634	Version:	1	Name:	Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-261 Definitions and Section 30-266 Public sites and open spaces of Article V Subdivisions, Chapter 30 Land Development Regulations of the Mu
Type:	Agenda Item	Status:			Public Hearing
File created:	7/9/2014	In control:			City Council
On agenda:	7/14/2014	Final action:			
Title:	Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-261 Definitions and Section 30-266 Public sites and open spaces of Article V Subdivisions, Chapter 30 Land Development Regulations of the Municipal Code.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Draft Ordinance: Amending Sect. 30-261 & 30-266 Exhibit "A": Section 30-261 Definitions Exhibit "B": Section 30-266 Land Dedication Req.				

Date	Ver.	Action By	Action	Result
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Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* of Article V *Subdivisions*, Chapter 30 *Land Development Regulations* of the Municipal Code.

Background Information:

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the ordinance as prepared, or the Council can make its own findings to support its reasons for approving or denying the recommended text amendments.

Requested City Council Action

Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* of Article V *Subdivisions*, Chapter 30 *Land Development Regulations* of the Municipal Code; and authorize its publication in summary form.

**AN ORDINANCE AMENDING SECTIONS 30-261 AND 30-266 OF ARTICLE V
SUBDIVISIONS OF CHAPTER 30 LAND DEVELOPMENT REGULATIONS OF THE GRAND
RAPIDS MUNICIPAL CODE**

WHEREAS, the League of Minnesota Cities' encouraged municipalities to review and consider updating portions that pertain to the dedication of park land/open space, so as to avoid any inconsistencies with Minnesota Statute §§462.358 Subd. 2b and 2c, which authorizes and governs the park dedication requirements of cities; and

WHEREAS, the majority of Article V *Subdivisions* was updated/amended by the City through the adoption of Ordinance #13-03-05 on March 25, 2013; and

WHEREAS, Section 30-266 *Public sites and open spaces* was specifically excluded from the updating of Article V *Subdivisions* until such time as the City's *2001 Park Facility and Recreation Programming Plan* could be updated, as there is a direct tie between the City's recreational needs and the development of the methodology resulting in a compliant approach to establishment of parkland dedication requirements within Section 30-266; and

WHEREAS, the Planning Commission, at a rescheduled regular meeting on February 19, 2014 reviewed draft amendments to Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* of Article V of the Zoning Ordinance and made certain findings of fact, that the amendments were consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt amendments to said Section 30-266 of Article V of Chapter 30 of the City Code; and

WHEREAS, the City Council, on May 12, 2014, adopted an updated City Parks and Trails Master Plan; and

WHEREAS, the City Council conducted a public hearing on Monday, July 14, 2014 at 6:00 p.m., to consider the amendments; and

WHEREAS, the City Clerk presented the affidavit of publication of the notice of the public hearing; and

WHEREAS, the City Council has heard all persons who wished to be heard in regards to the proposed text amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that it adopts the Planning Commission's following findings of fact relative to the amendments to Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* within Article V of Chapter 30 Land Development Regulations, of the City Code:

- The amendments will not have an adverse effect on the character of current neighborhoods, as the amendments keep park/open space dedication relevant to neighborhood density versus gross acres.

- The amendments would have a neutral effect on economic growth in the community, in so far as the changes offer clear methodology for the requirement of parkland dedication fees collected by the city.
- The amendments would be in keeping with the spirit and intent of the Zoning Ordinance, as it better quantifies payment in lieu of land formulas and brings compliance with state statutes.
- The amendments would be in the best interest of the general public by providing additional funds to develop new, or improve existing recreational infrastructure for the community.
- The amendments would be consistent with the Comprehensive Plan, as the amendments will establish organized, defensible, methodology for establishing parkland dedication fees and it also helps with respect to orderly land development.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the proposed amendments to Section 30-261 *Definitions* and Section 30-266 *Public sites and open spaces* of Article V of the City Code are in the best interest of the public's health, safety, and general welfare, and hereby ordains that the Grand Rapids City Code be amended as follows: See Exhibit "A" and Exhibit "B"

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 14th day of July, 2014.

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

Councilmember _____ seconded the foregoing ordinance and the following voted in favor thereof: _____. Opposed: _____, whereby the ordinance was declared duly passed and adopted.

EXHIBIT "A"

Sec. 30-261. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alley means a public right-of-way which affords a secondary means of access to abutting property. Its intended function is primarily for vehicular service access to the back or the side of properties abutting on a street.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Block means an area of land within a subdivision that is entirely bounded by streets, or by streets and the exterior boundary or boundaries of the subdivision, or a combination of the above with a river, lake or rail line.

Boulevard means the portion of the street right-of-way between the curblin and the property line.

Buildable land means contiguous land area occurring within the property lines of a parcel or lot excluding: wetlands, water courses, ponds, floodplains and public waters below the ordinary high water mark.

Building means any structure having a roof which may provide shelter or enclosure of persons, animals or chattel, and when such structure is divided by party walls without openings, each portion of such building so separated shall be deemed a separate building.

Butt lot means a lot at the end of a block and located between two corner lots.

Comprehensive plan means a compilation of policy statements, goals, standards and maps for guiding the physical, social and economic development of the city and including a land use plan, a community facilities plan, and a transportation plan which has been prepared and adopted by the city.

Cul-de-sac means a minor street with only one outlet and having a turnaround at the terminus.

Deflections means the angle formed by the intersection of two tangents at the point of intersection.

Development employees means the estimated number of new employees to be generated by a proposed commercial or industrial development based on the formula of ten (10) workers per acre of land within the proposed development.

Easement means a grant by an owner of land for the specific use of such land by the public generally, or to a person or persons.

Grade, gradient or profile of means a ratio of the vertical rise or fall to the horizontal distance or length multiplied by 100.

Ghost plat, means a plan that shows the eventual build out of a parcel at urban densities by establishing future lot lines; building envelopes; layout of future streets; easements; and information on how public utilities may be extended to accommodate future, urban development.

Half street means a street where half the right-of-way is dedicated under an assumption that the other half will be dedicated at a later date.

Lot means one unit of a recorded plat, subdivision or a tract under a registered land survey (RLS) occupied or to be occupied by a building, land use or group of buildings together with such open spaces or yards as are required by this article and having its principal frontage on a public street.

EXHIBIT "A"

Lot split means an easily described subdivision of a parcel of land into two lots that are compliant with the terms of this article as well as article VI. An easily described subdivision of a parcel is defined as either a metes and bounds property description with no more than two successive bounds or a subdivision description in which the boundaries of the property refer to existing boundaries in the official recorded map of the subdivision. Furthermore, a lot split cannot necessitate the creation of any easements, right of ways or extensions of infrastructure.

New residential unit means the total of the number of new residential units created by the development plus, in the event land has been reserved for future but unplatted development, the number of acres in such reserved land divided by the maximum density of residential units allowed by current zoning for that land.

Owner means any individual, firm, association, syndicate, copartnership, corporation, trust or any other legal entity having sufficient proprietary interest in the land sought to be subdivided to commence and maintain proceedings to subdivide the same under this article.

Parkland payment value per commercial/industrial worker means the dollar amount established by city council resolution that is calculated as follows: [the Value Per Acre of City Community Park and Trail Land] times [5%] times [Number of Acres of Community Parks and Trails Per Worker in Grand Rapids]. This amount may be revised from time to time to incorporate updated information.

Pedestrian way means the right-of-way across or within a block, for use by pedestrian traffic whether designated as a pedestrian way, crosswalk or however otherwise designated.

Planned unit development (PUD) means a process to acquire rezoning and/or variances from ordinance requirements which includes the preparation of and a commitment to the implementation of an approved plan.

Plat, final, means the final map, drawing or chart on which the subdivider's plan of subdivision is presented to the city council for approval and which, if approved, will be submitted to the county recorder.

Plat, preliminary, means the preliminary map, drawing or chart indicating the proposed layout of the subdivision to be submitted to the planning commission and city council for their consideration.

Protective covenants means contracts entered into between private parties and constituting a restriction on the use of private property within a subdivision for the benefit of the property owners, and to provide mutual protection against undesirable aspects of development which would tend to impair stability of values.

Reserve strip means any strip or parcel of land not so included as a part of a buildable lot except that land indicated as outlots and held for development in the future as buildable lots.

Right-of-way means a street, alley or easement permanently established for the passage of persons and vehicles including the adjacent traveled surface and lands that are formally dedicated to such usage.

Right-of-way width means the shortest distance between the lines delineating the right-of-way of a street.

Street means a public thoroughfare for vehicular traffic which affords the principle means of access to abutting property.

Street, arterial, means a street so designated by the city comprehensive plan which serves as a route for high traffic volumes.

Street, collector, means a street so designated by the city comprehensive plan which interconnects with arterial and local streets and carries moderate volumes of traffic.

Street, local, means a minor street of limited continuity used primarily for access to abutting properties and carrying relatively low volumes of traffic.

Street, marginal access, means a minor street which is parallel and adjacent to a limited access thoroughfare.

EXHIBIT "A"

Street, pavement or roadway, width, means the width of the paved street surface between the curb faces.

Street, private, means a travelway entirely on land which has not been transferred to use by the general public and which is not maintained or supervised as a roadway by public officials.

Subdivider means any person commencing proceedings under this article to effect a subdivision of land for himself or for another.

Subdivision means the separation of an area, parcel or tract of land under single ownership to more than two parcels, tracts, lots, or longterm leasehold interests where the creation of the leasehold interest necessitates the creation of streets, roads, or alleys, for residential, commercial, industrial, or other use or any combination thereof, except those separations:

- (1) Where all the resulting parcels, tracts, lots or interests will be 20 acres or larger in size and 500 feet in width for residential uses and five acres or larger in size for commercial and industrial uses.
- (2) Creating cemetery lots.
- (3) Resulting from court orders, or the adjustment of a lot line by the relocation of common boundary.

Subdivision design standards means the guides, principles and specifications for the preparation of subdivision plans indicating among other things the minimum and maximum dimensions of the various elements set forth in the preliminary plat.

Subdivision, minor, means subdivision that meets all the following criteria:

- (1) Does not require the dedication of rights of way or construction of new streets;
- (2) Does not require the creation of any public utility easements other than the standard required easements of platted lots;
- (3) Does not create a need for any public improvements;
- (4) Does not landlock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tract or any adjacent property;
- (5) Does not fall within the corridors of any planned or proposed street as shown upon the official map or approved area plans; and
- (6) Does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

Subdivision review committee shall consist of the city engineer, public works director, city fire chief, public utilities commission, park and recreation director, in addition to the city's zoning administrator.

Vertical curve means a parabolic curve that is used to connect two tangents having differing percentages of vertical grade. The purpose of the vertical curve is to create a transition which avoids a sudden change from one grade to another.

(Code 1978, § 22.03; Ord. No. 13-03-05, 3-25-2013)

EXHIBIT "B"

Sec. 30-266. Land Dedication Requirements ~~Public sites and open spaces.~~

- (a) Generally, Any subdivision of land within the city that will result in a net increase in the number of development employees and/or a net increase in the number of residential dwelling units shall convey or dedicate to the public a reasonable portion of the buildable land for public use for parks, playgrounds, recreational facilities, trails or open space. This requirement shall apply to platting of land, including minor subdivisions, but shall not apply to lot splits or re-platting of lands. ~~Where a proposed park, public building site or open space area shown on the comprehensive plan, park development guide or official map, is located in the whole or in part of a subdivision, such area or areas shall be shown on the preliminary plat. Such area or areas shall also be dedicated to the city by the subdivider if the city council requests such dedication under the provisions of subsection (b) of this section. Where the land proposed for public use exceeds ten percent of the total area to be platted, and the subdivider will not dedicate the additional amount, the city council shall have six months from the date of initial consideration by the city council to proceed and purchase such additional amount. Where a purchase is not initiated within six months, the plat shall be revised to permit another use and the processing of the plat shall continue.~~
- (b) The city shall determine the location and configuration of any land dedicated, taking into consideration the suitability and adaptability of the land for its intended purpose, future needs of the proposed development, and the criteria below. The city may decline any such proposed dedication. In such case, the developer will be required to make a payment-in-lieu of land dedication in accordance with subsection (f). ~~Owners or subdividers, except where the owner or subdivider is the city, shall be required as a prerequisite to approval of a plat or subdivision, to convey to the city, or dedicate to public use for parks, open space or public building site, a minimum of ten percent of the area to be platted or subdivided. Such land must be suitable and acceptable for such use, as determined by the city council. In lieu of the conveyance or dedication of land provided for in this subsection, the owner or subdivider may at the option of the city pay to the city for use in acquisition and development of parks, a cash payment to the city. Such payment shall be in an amount equal to ten percent of the fair market value of the land for residential development and three percent for all other developments. The dedication or cash payment shall also be subject to the following:~~
- (1) ~~Dedication credit shall not be granted for the construction of recreational facilities unless such facilities and land area are dedicated to and accepted by the city.~~
- (2) ~~Ponding areas, needed as a part of the overall city storm drainage plan may be dedicated and accepted by the city. However, no credit shall be given for park dedication unless such area meets the criteria for public parks as stated in the guide plan and is approved as such by the city council.~~
- (c) ~~(c) Criteria to be considered:~~
- (1) The land to be dedicated must be in conformance with the comprehensive plan, any applicable small area plans, and the parks and trails plan.
- (2) The land to be dedicated should serve an appropriate public purpose, which might include one or more of the following:
- i. Providing space for recreational and leisure uses appropriate to meet the needs of the new residents and/or employees.
- ii. Connecting existing components of the parks and open space network including creation of a trail connection.
- iii. Expanding an existing public park, trail, or open space by the addition of adjacent land.
- iv. Preserving significant landforms, native plant communities, sensitive habitat, and /or cultural resources.

EXHIBIT "B"

- (3) There must be sufficient resources, public and/or private, available and committed to develop, operate and maintain the new park land.
- (4) The land to be dedicated should help serve an area that is under-served by parks due to distance to existing parks, population density, inadequate facilities, or inadequate size of existing nearby parks.
- (5) The land to be dedicated shall be adequate for its intended purposes.
- (6) Land dedicated solely for roadway, stormwater retention, or utility purposes, or otherwise unsuitable for the purposes listed above, shall not be accepted as satisfying the land dedication requirements of this article except that ponding areas, needed as part of the overall city storm drainage plan may be dedicated and accepted by the city if such areas meets the criteria for public parks as stated in the comprehensive plan and is approved as such by the city council.
- (7) Dedicated land shall be accessible to the public served unless the city and park board determine that the dedicated land is an environmentally or ecologically sensitive area for which public access would be detrimental.
- (8) Dedicated land shall be brought to a suitable condition by the developer prior to acceptance by the city. All dead trees, trash, debris, junk, unwanted structures or similar undesirable elements shall be removed by the owner at his or her expense.
- (9) If a development is designed to be platted in several additions, all public recreation space, school sites or other public use lands in the total development area, except streets, alleys, or easements other than those leading directly to such sites, shall be dedicated at the time of platting of the first addition unless otherwise approved by the city council.
- (10) Dedication credit shall not be granted for the construction of recreational facilities unless such facilities and associated land area are dedicated to and accepted by the city.

~~If a new subdivision is designed to be platted in several additions, all public recreation space, school sites or other public use lands in the total subdivision area, except streets, alleys, or easements other than those leading directly to such sites, shall be dedicated at the time of platting of the first addition unless otherwise approved by the city council.~~

- (d) Formula for Dedication of Land. At any time that net new residential dwelling units and/or net new or increased development employees are planned to result from a subdivision, the subdivider shall dedicate:
 - (1) 0.059 acres of buildable land for every new residential units, up to a maximum of fifteen (15) percent of the buildable area being platted or developed, plus
 - (2) 61 square feet of buildable land for each development employee, up to a maximum of twenty (20) percent of the buildable area being platted or developed.
- (e) Land so dedicated shall be within the plat and/or, subject to approval by the city after consultation with Park and Recreation Board and the subdivider, in close proximity to the plat. The city may require the land dedication option under this subdivision as a condition of plat approval, and in so doing may require that the land be dedicated prior to or at the same time as recording the final plat.
- (f) Dedication Option; Fee Payment. In lieu of the conveyance or dedication of land provided for in this subsection, the subdivider may, at the discretion of the city, pay to the city for eligible uses as described in this subsection a cash payment to the city.
 - (1) For residential development, the fee is the number of required acres to be dedicated as determined by the formula in subsection (d) times the per acre estimated market value of the buildable land at the time of dedication as estimated for the City by the Itasca County

EXHIBIT "B"

Assessor. In no case shall the dedication fee exceed 15% of total fair market value of the buildable land.

- (2) For commercial or industrial development the fee is the number of new development employees times the parkland payment value per commercial/industrial worker. In no case shall the dedication fee exceed 20% of total fair market value of the buildable land.
- (3) The fee for mixed-use developments that include both residential and non-residential development shall be the sum of the fees for the residential and non-residential development components. In no case shall the total dedication fee exceed 15% of fair market value of the buildable land. The cash payment in lieu shall be contributed prior to obtaining the city clerk's signature on the final plat or prior to obtaining the building permit required for the project.

(g) Private Land Maintained for Public Use:

- (1) The City may at its discretion, waive all or a portion of the land or cash dedication required in this section and enter into an agreement for the private development and/or maintenance of land for public use for parks, playgrounds, recreational facilities, trails, or open space areas within the proposed development.

- (2) The development of private land for public use under subsection (g) shall be subject to the following conditions:

- i. The land area or value of the land and improvements privately developed and maintained for public use for parks, playgrounds, recreational facilities, wetlands, trails, or open space areas must at least equal that required under this ordinance.
- ii. Land, facilities and improvements accepted under this provision shall be accessible to the public in a manner similar to public land.
- iii. The city must find that such land and improvements will serve the purposes listed in subsection (c).
- iv. The city and subdivider of the land must have executed a parkland development agreement ensuring that specified land shall be developed and maintained by the developer to city standards, and any and all successors in interest thereof, of any type whatsoever, which includes, but is not limited to heirs and assigns, for the purposes listed in subsection (c). The subdivider must include a covenant running with the specified land indicating that the land to be developed and maintained to city standards for the purposes listed in subsection (c) will revert to the city in the event of a failure to comply with this requirement. When a recordable covenant concerning the ownership, maintenance or use of private areas and facilities for parkland development is required, the covenant shall be submitted to the city for approval, after consultation with the Director of Community Development and Director of Parks and Recreation. Such covenant shall be recorded prior to or at the same time as the final plat or prior to obtaining building permits, as applicable.
- v. Yards, court areas, parking areas, stormwater management areas, setbacks, and other open areas required by zoning and building ordinances and regulations shall not be included in the computation of the land area required in determining the park dedication waiver.
- vi. Before a waiver is given, the city shall make a finding that such a waiver is acceptable.
- vii. That where such waiver is granted, the amount of the waiver shall not exceed 75 percent of the park dedication requirements for the development.
- viii. If the subdivider provides park and recreational improvements, site amenities, or other landscape elements to the public use space, the value of the improvements

EXHIBIT "B"

shall be credited against the park dedication fees and conform to city standards for such improvements.

- ix. Land accepted under this provision shall also be subject to the requirement that the subdivider provide evidence of good and marketable title, found in Section 30-331(a)
- x. For any dedication of land required under this section that is not formally dedicated to the city with the final plat, the landowner shall record all deeds for conveyance of the property to the city prior to or at the same time as recording the final plat or prior to obtaining building permits for the development, as applicable.

(h) Parkland Dedication Special Fund Created:

- (1) There is hereby established a parkland dedication special fund. All funds collected pursuant to the parkland dedication process shall be deposited in the parkland dedication special fund and used solely for the acquisition and development or improvement of lands dedicated for public use for parks, playgrounds, trails, open space, or conservation purposes.
- (2) Funds collected from residential developments may be spent on any eligible park or trail facility within Grand Rapids. Funds collected from commercial or industrial developments may be spent on any eligible community park or trail.
- (3) Such funds shall not be used for ongoing operations or maintenance.
- (4) All fund expenditures shall be approved by the city council upon recommendation of the director of the park and recreation department in consultation with Civic Center/Park and Recreation Board.
- (5) Expenditures from the parkland dedication special fund shall be in conformance with the city's adopted comprehensive plan and parks and trails plan and shall be consistent with other applicable criteria in subsection (c).

(g)

~~Areas to be dedicated shall be brought to a suitable condition by the subdivider prior to acceptance by the city. All dead trees, trash, debris, junk, unwanted structures or similar undesirable elements shall be removed by the owner at his expense.~~

(Code 1978, § 22.12; Ord. No. 13-03-05, 3-25-2013)



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0654 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 7/10/2014 **In control:** City Council
On agenda: 7/14/2014 **Final action:**
Title: Consider approving the verified claims for the period June 17, 2014 to July 7, 2014 in the total amount of \$1,494,110.29, of which \$150,000.00 is investments.
Sponsors:
Indexes:
Code sections:
Attachments: [Council Bill List 071414.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period June 17, 2014 to July 7, 2014 in the total amount of \$1,494,110.29, of which \$150,000.00 is investments.

Requested City Council Action

Consider approving the verified claims for the period June 17, 2014 to July 7, 2014 in the total amount of \$1,494,110.29, of which \$150,000.00 is investments.

DATE: 07/10/2014
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 ID: AP443000.CGR

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INVOICES DUE ON/BEFORE 07/14/2014

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	237.77
0715150	GO COLLABORATIVE, LLC	5,500.00
1920240	CHAD B STERLE	9,200.00
	TOTAL CITY WIDE	14,937.77
ADMINISTRATION		
0612085	FLAHERTY & HOOD	34.83
0900060	ICTV	197.50
1101720	KATHIE ALLEN COACHING INC	5,215.00
1415377	NORTHERN BUSINESS PRODUCTS INC	133.46
2609550	ZION EVANGELICAL LUTHERAN CH	100.00
	TOTAL ADMINISTRATION	5,680.79
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	51.12
0301685	CARQUEST AUTO PARTS	229.56
0920060	ITASCA COUNTY TREASURER	1,628.58
1801555	RAPID PEST CONTROL INC	60.00
1909510	SIM SUPPLY INC	198.19
	TOTAL BUILDING MAINTENANCE-CITY HALL	2,167.45
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	91.08
	TOTAL COMMUNITY DEVELOPMENT	91.08
ENGINEERING		
0920060	ITASCA COUNTY TREASURER	45.14
	TOTAL ENGINEERING	45.14
FINANCE		
0715814	GOVERNMENT FINANCE OFFICERS	170.00
1415377	NORTHERN BUSINESS PRODUCTS INC	127.10
	TOTAL FINANCE	297.10

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VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0113233	AMERIPRIDE LINEN & APPAREL	11.23
0221650	BURGGRAF'S ACE HARDWARE INC	98.34
0315455	COLE HARDWARE INC	15.99
0401804	DAVIS OIL	95.00
0409730	DIVERSIFIED INSPECTIONS, INC.	1,538.63
0415500	DOMINO'S PIZZA	156.56
0513235	EMERGENCY RESPONSE SOLUTIONS	73.41
0701650	GARTNER REFRIGERATION CO	678.75
0805350	HEIMAN INC	217.42
0920040	ITASCA COUNTY FARM SERVICE	61.50
0920060	ITASCA COUNTY TREASURER	97.42
1200500	L&M SUPPLY	111.95
1301016	MADDEN'S DUTCH ROOM &	47.75
1305065	MEDTOX LABORATORIES INC	48.00
1415479	NORTHERN DRUG SCREENING INC	36.00
1415484	NORTHERN LIGHTS TRUCK	145.93
1901535	SANDSTROM COMPANY INC	66.47
1920555	STOKES PRINTING COMPANY	36.95
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	700.00
2300600	W.P. & R.S. MARS COMPANY	95.39
TOTAL FIRE		4,332.69
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	1,192.28
0400015	D.C.R. COMMUNICATIONS INC	105.00
2609850	ZIX CORP SYSTEMS INC	3,339.90
TOTAL INFORMATION TECHNOLOGY		4,637.18
PUBLIC WORKS		
0100046	ASV, INC.	690.98
0103325	ACHESON TIRE COMPANY INC	395.00
0121721	AUTO VALUE - GRAND RAPIDS	265.34
0205090	BEACON ATHLETICS LLC	354.92
0212553	BLOOMERS GARDEN CENTER	1,193.40
0221650	BURGGRAF'S ACE HARDWARE INC	258.33
0301685	CARQUEST AUTO PARTS	396.18
0305510	CENTRAL LANDSCAPE SUPPLY INC	480.00
0315455	COLE HARDWARE INC	251.18
0401804	DAVIS OIL	1,586.63
0421695	DUST B GONE	941.80
0501650	EARL F ANDERSEN	700.50
0601690	FASTENAL COMPANY	132.49

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GENERAL FUND		
PUBLIC WORKS		
0801825	HAWKINSON CONSTRUCTION CO INC	11,600.00
0914200	INDUSTRIAL LUBRICANT COMPANY	32.50
0920040	ITASCA COUNTY FARM SERVICE	141.30
0920060	ITASCA COUNTY TREASURER	2,014.24
1000069	J.N. JOHNSON FIRE AND SAFETY	656.35
1105444	KELLER FENCE COMPANY	81.94
1200500	L&M SUPPLY	248.03
1201730	LATVALA LUMBER COMPANY INC.	59.60
1309355	MINNESOTA TORO	1,714.28
1415640	NORTRAX EQUIPMENT COMPANY	0.01
1421155	NUCH'S IN THE CORNER	130.70
1421700	NUSS TRUCK GROUP INC	2,775.26
1503150	OCCUPATIONAL DEVELOPMENT CTR	770.00
1618564	PRO-BUILD NORTH LLC	162.72
1621125	PUBLIC UTILITIES COMMISSION	6,231.99
1801615	RAPIDS WELDING SUPPLY INC	15.70
1908248	SHERWIN-WILLIAMS	184.84
1920555	STOKES PRINTING COMPANY	35.76
1921590	SUPERAMERICA 4759	531.47
2300600	W.P. & R.S. MARS COMPANY	157.35
	TOTAL PUBLIC WORKS	35,190.79
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	65.24
0301685	CARQUEST AUTO PARTS	184.72
0315455	COLE HARDWARE INC	25.98
0318900	CRYSTEEL TRUCK EQUIPMENT INC	52.40
0409730	DIVERSIFIED INSPECTIONS, INC.	84.76
0920060	ITASCA COUNTY TREASURER	179.73
1301015	MACQUEEN EQUIPMENT INC	121.15
1415030	NAPA SUPPLY OF GRAND RAPIDS	79.37
1415640	NORTRAX EQUIPMENT COMPANY	472.31
1801590	RAPIDS FORD LINCOLN	167.35
	TOTAL FLEET MAINTENANCE	1,433.01
POLICE		
0103325	ACHESON TIRE COMPANY INC	1,441.68
0121725	AUTOMOTIVE ELECTRIC SERVICE	566.66
0221650	BURGGRAF'S ACE HARDWARE INC	39.99
0300200	CDW GOVERNMENT INC	137.99
0301685	CARQUEST AUTO PARTS	212.83
0312750	CLUSIAU SALES	78.34

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
0409501	DIMICH LAW OFFICE	5,250.00
0715447	GOLDEN RULE CREATION INC	584.57
0717996	GRAND ITASCA CLINIC	573.10
0718195	GREAT ENGRAVINGS	54.95
0920059	ITASCA COUNTY SHERIFFS DEPT	171.00
0920060	ITASCA COUNTY TREASURER	5,166.04
0920105	ITASCA TRAIL SPORTS	81.99
1200500	L&M SUPPLY	75.97
1300160	MPH INDUSTRIES INC	120.88
1309167	MN BUREAU OF CRIMINAL	390.00
1801570	RAPIDS AUTO WASH	141.50
1801609	RAPIDS TOWING	200.00
1909450	SILVERTIP GRAPHICS SIGNS	280.00
1909650	SIRCHIE FINGER PRINT INC	112.01
1920233	STREICHER'S INC	659.86
1920555	STOKES PRINTING COMPANY	38.19
2000400	T J TOWING	1,050.00
	TOTAL POLICE	17,427.55
RECREATION		
1421155	NUCH'S IN THE CORNER	61.01
	TOTAL RECREATION	61.01
CENTRAL SCHOOL		
0503422	ECK DESIGN	120.00
0609457	FILTHY CLEAN INC	1,300.00
0701650	GARTNER REFRIGERATION CO	12,447.50
1301067	MANGSETH PAINTING INC	940.00
1801555	RAPID PEST CONTROL INC	57.50
1909510	SIM SUPPLY INC	229.44
	TOTAL	15,094.44
AIRPORT		
0315455	COLE HARDWARE INC	165.15
0415550	DOOR SERVICE INC	677.12
2018680	TRU NORTH ELECTRIC LLC	150.00
	TOTAL	992.27

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VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	95.42
0114200	ANDERSON GLASS	250.00
0205153	BECKER ARENA PRODUCTS INC	5,688.98
0221650	BURGGRAF'S ACE HARDWARE INC	473.73
0415550	DOOR SERVICE INC	670.00
0415650	DORHOLT TILE & HOME CENTER	918.00
0501656	THE EARTHGRAINS COMPANY INC	23.58
0801535	HAMMERLUND CONSTRUCTION INC	19,338.00
0920060	ITASCA COUNTY TREASURER	112.95
0920072	ITASCA HEATING & SHEET METAL	375.00
1200500	L&M SUPPLY	155.75
1201730	LATVALA LUMBER COMPANY INC.	715.83
1205250	LEFTYS TENT & PARTY RENTAL	495.70
1301168	MARKETPLACE FOODS	18.08
1309328	THE MINNESOTA SCORE	475.00
1605611	PEPSI-COLA	691.94
1901535	SANDSTROM COMPANY INC	738.21
1909510	SIM SUPPLY INC	173.07
	TOTAL GENERAL ADMINISTRATION	31,409.24
RECREATION PROGRAMS		
0312109	CLAFTON SALES - CLAFTON SKATE	105.00
0715600	GOPHER SPORTS	181.23
1309315	MINNESOTA REC & PARK ASSOC	315.00
	TOTAL	601.23
STATE HAZ-MAT RESPONSE TEAM		
0300200	CDW GOVERNMENT INC	188.52
	TOTAL	188.52
POLICE DESIGNATED FORFEITURES		
1920233	STREICHER'S INC	1,965.00
	TOTAL	1,965.00
CEMETERY		

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VENDOR #	NAME	AMOUNT DUE

CEMETERY		
0103325	ACHESON TIRE COMPANY INC	46.38
0114200	ANDERSON GLASS	200.00
0221650	BURGGRAF'S ACE HARDWARE INC	57.34
0300200	CDW GOVERNMENT INC	862.95
0503422	ECK DESIGN	919.13
0920060	ITASCA COUNTY TREASURER	338.13
1421155	NUCH'S IN THE CORNER	79.00
1920333	STEPS & STONES	340.00
1920555	STOKES PRINTING COMPANY	42.70
	TOTAL	2,885.63
DOMESTIC ANIMAL CONTROL FAC		
0315455	COLE HARDWARE INC	12.98
0701650	GARTNER REFRIGERATION CO	295.00
0920060	ITASCA COUNTY TREASURER	128.40
	TOTAL	436.38
GENERAL CAPITAL IMPRV PROJECTS		
2014 BLDG IMPROVEMENTS		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	582.88
0421455	DULUTH NEWS TRIBUNE	190.19
1801610	RAPIDS PLUMBING & HEATING INC	73,040.00
	TOTAL 2014 BLDG IMPROVEMENTS	73,813.07
YMCA ACTIVE LIVING CENTER		
0801825	HAWKINSON CONSTRUCTION CO INC	44,615.09
	TOTAL YMCA ACTIVE LIVING CENTER	44,615.09
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-GEN GOVERNMENT		
0503422	ECK DESIGN	5,000.00
	TOTAL CAPITAL OUTLAY-GEN GOVERNMENT	5,000.00
AIRPORT CAPITAL IMPRV PROJECTS		
2011 LAND ACQUISITION		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/14/2014

VENDOR #	NAME	AMOUNT DUE

AIRPORT CAPITAL IMPRV PROJECTS		
2011 LAND ACQUISITION		
0618087	FRANK MCLEAN APPRAISALS	866.25
1104525	KDN CONSULTING	900.00
1105451	MICHAEL KELLIN	450.00
1908105	SHAW & SHAW	2,893.30
1920240	CHAD B STERLE	805.00
TOTAL 2011 LAND ACQUISITION		5,914.55
2014 CAPITAL EQUIP CERTIFICATE		
POLICE		
0116610	APPLIED CONCEPTS INC	2,467.50
0513233	EMERGENCY AUTOMOTIVE TECH INC	1,856.91
1920233	STREICHER'S INC	219.99
TOTAL POLICE		4,544.40
2013 INFRASTRUCTURE BONDS		
2013-01 7TH AVE NW		
0801535	HAMMERLUND CONSTRUCTION INC	31,981.05
TOTAL 2013-01 7TH AVE NW		31,981.05
2010-02 CITY WIDE OVERLAYS		
0801825	HAWKINSON CONSTRUCTION CO INC	22,559.31
TOTAL 2010-02 CITY WIDE OVERLAYS		22,559.31
2012-03 4TH AVE NE		
0801535	HAMMERLUND CONSTRUCTION INC	57,091.65
TOTAL 2012-03 4TH AVE NE		57,091.65
2012-4A REMER-DESCHEPPER		
0801825	HAWKINSON CONSTRUCTION CO INC	19,702.18
TOTAL 2012-4A REMER-DESCHEPPER		19,702.18
2014 INFRASTRUCTURE BONDS		
2011-2 CRYSTAL LAKE BLVD		
0301705	CASPER CONSTRUCTION INC	560,039.97

CITY OF GRAND RAPIDS COUNCIL BILL LIST - JULY 14, 2014

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VENDOR #	NAME	AMOUNT DUE

2014	INFRASTRUCTURE BONDS	
2011-2	CRYSTAL LAKE BLVD	
T000958	TODD & KRISTIN VOGELGESANG	425.66
T000959	KARIN R KOCH	425.66
T000960	LINDA MURPHREE CPA	425.66
T000961	LINDA MURPHREE CPA	425.67
T000962	SUMNER J & ADILLA KOCH	425.67
T000963	MARGARET KOCH	425.67
	TOTAL 2011-2 CRYSTAL LAKE BLVD	562,593.96
PIR-PERMANENT IMPRV	REVOLV FND	
2013-3	FRIESEN PJT NE 2ND AVE	
0801825	HAWKINSON CONSTRUCTION CO INC	19,275.80
	TOTAL 2013-3 FRIESEN PJT NE 2ND AVE	19,275.80
STORM WATER UTILITY		
0301705	CASPER CONSTRUCTION INC	556.25
0401804	DAVIS OIL	2,227.80
0712548	GLOBAL TRACKING COMMUNICATIONS	480.00
0801836	HAWKINSON SAND & GRAVEL	117.83
0920060	ITASCA COUNTY TREASURER	324.52
0920120	ITASCA UTILITIES INC	3,064.80
1605665	PERSONNEL DYNAMICS LLC	520.00
1621125	PUBLIC UTILITIES COMMISSION	7,336.36
1809154	RICHARD RYSAVY	165.00
	TOTAL	14,792.56
	TOTAL UN-PAID TO BE APPROVED IN THE SUM OF: \$	1,001,757.89
CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	1,100.00
0201354	B. BAIRD-PETTY CASH FUND	19.15
0201356	BRUCE BAIRD	383.04
0212750	BLUE CROSS & BLUE SHIELD OF MN	41,863.00
0305530	CENTURYLINK COMMUNICATIONS LLC	52.21
0315454	TRAVIS COLE	383.04
0401801	DAVIS CHIROPRACTIC HEALTH	196.89
0405447	DELTA DENTAL OF MINNESOTA	2,600.55
0409655	TIMOTHY DIRKES	40.00
0504610	RON EDMINSTER	146.72
0512230	ELEMENT PAYMENT SERVICES	75.00
0605191	FIDELITY SECURITY LIFE INS CO	58.01

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VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0615705	THOMAS FOSS	383.04
0717996	GRAND ITASCA CLINIC	181.88
0717997	GRAND ITASCA HOSPITAL	1,603.56
0718015	GRAND RAPIDS CITY PAYROLL	218,319.31
0718236	MARK GREINER	383.04
0809115	HIBBING COMMUNITY COLLEGE A	770.00
0809515	HINCE ENTERPRISE	1,000.00
0815464	SARA HOLUM	40.00
0900060	ICTV	578.43
0920055	ITASCA COUNTY RECORDER	230.00
1101645	LASHA KARELS	40.00
1105448	DAVID KELLIN	1,000.00
1201402	LAKE COUNTRY POWER	48.68
1205095	LEAGUE OF MN INSURANCE TRUST	1,100.00
1209516	LINCOLN NATIONAL LIFE	985.82
1221552	RICK LUOMA	358.96
1305046	MEDIACOM	266.12
1309167	MN BUREAU OF CRIMINAL	30.00
1309178	MINNESOTA GFOA	100.00
1309199	MINNESOTA ENERGY RESOURCES	1,754.90
1309304	MN DEPT OF PUBLIC SAFETY	25.00
1309332	MN STATE RETIREMENT SYSTEM	1,932.00
1309335	MINNESOTA REVENUE	8,304.64
1315630	ASHLEY MORAN	40.00
1415035	NORTH COUNTRY BUSINESS PROD	2,188.94
1502645	GARY O'BRIEN	120.00
1503151	OCCUPATION DEVELOPMENT CENTER	20.75
1516220	OPERATING ENGINEERS LOCAL #49	32,706.00
1518550	MATTHEW O'ROURKE	1.23
1601750	PAUL BUNYAN COMMUNICATIONS	275.02
1609561	PIONEER TELEPHONE	10.73
1621105	P.E.R.A.	648.54
1621130	P.U.C.	12,297.47
1809165	RICOH USA INC	655.98
1901820	WILLIAM SAW	40.00
1903557	TROY SCOTT	40.00
1913336	MORGAN STANLEY	150,000.00
2000100	TASC	30.60
2000490	TDS Metrocom	1,132.68
2114360	UNITED PARCEL SERVICE	120.71
2205637	VERIZON WIRELESS	3,212.51
2301700	WASTE MANAGEMENT	1,678.17
2309452	JEFF ERIK WILSON	80.00
2315625	AMANDA MACDONELL	700.08
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF		\$ 492,352.40
TOTAL ALL DEPARTMENTS		1,494,110.29