



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail - Final City Council

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Monday, March 10, 2014

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, March 10, 2014 - 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

14-0279 Oath of Officer for Fire Chief A.J. Morse.

**Attachments:** [OATH OF OFFICE](#)

### MEETING PROTOCOL POLICY

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

**5:06 PM PUBLIC FORUM**

**5:11 PM COUNCIL REPORTS**

**5:16 PM APPROVAL OF MINUTES**

14-0262 Approve Council minutes for Monday, February 24, 2014 meetings.

**Attachments:** [February 24, 2014 Worksession](#)  
[February 24, 2014 Regular Meeting](#)

**5:17 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. [14-0161](#) Consider adopting a resolution approving budget amendments to the Legal budgets in all General Fund Departments for 2014.  
**Attachments:** [2014 budget amendment resol.pdf](#)
2. [14-0252](#) Request authorization to examine specifications within the State of Minnesota Cooperative Purchasing Agreement with the intent of receiving a qualified quote for a 10.5 foot wide front rotary mower.
3. [14-0264](#) Hire temporary employees for Park & Recreation / I.R.A. Civic Center
4. [14-0267](#) Consider approving writing specifications and soliciting quotes for the purchase of a new one ton pick-up equipped with a snow plow.
5. [14-0268](#) Consider approving a resolution declaring the official intent of the City of Grand Rapids to reimburse certain expenditures from the proceeds of bonds to be issued by the City of Grand Rapids.  
**Attachments:** [Grand Rapids 2014 Equip Certs Reimbursement Resol.pdf](#)
6. [14-0270](#) Consider approving the Supplemental Letter Agreement (SLA) with SEH for the engineering design and construction related services for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.  
**Attachments:** [3-10-14 Attachment SLA 2011-2 for CrystalLakeBoulevard.pdf](#)
7. [14-0271](#) Consider allowing the Grand Rapids Fire Department Fire Prevention and Education Program to accept a donation of \$25.00 from Grand Rapids State Bank
8. [14-0272](#) Consider approving the balancing change order related to CP 2012-6, the ICC Signal Reconstruction Project.  
**Attachments:** [3-10-14 Attachment CP 2012-6 Balancing Change Order.pdf](#)
9. [14-0273](#) Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.  
**Attachments:** [2014 Purple Pinecone Second Floor lease final.pdf](#)
10. [14-0275](#) Consider approval of a new lease agreement with Janna Salmela Photography for Suite 209 in Central School and the termination of the existing lease for Suite 202.  
**Attachments:** [2014 Salmela Photography Replacement Lease \(final\).pdf](#)
11. [14-0277](#) Consider approval of a resolution approving an amendment to certain terms of the City Tax Increment Revenue Note, Series 2008A  
**Attachments:** [City reso approving amended TIF note Block 37 - 440577v1.pdf](#)  
[Amended and Restated Block 37 Note - 440572v1.pdf](#)

**5:22 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.*

**5:23 DEPARTMENT HEAD REPORT**  
**PM**12. [14-0236](#)

Police Department ~ Jim Denny

**Attachments:** [2013 Department Head Report Draft 2.pdf](#)

**5:45 VERIFIED CLAIMS**  
**PM**13. [14-0274](#)

Consider approving the verified claims for the period February 18, 2014 to March 3, 2014 in the total amount of \$855,732.78, of which \$504,933.75 are bond payments.

**Attachments:** [031014 Bill List.pdf](#)

**6:00 PUBLIC HEARINGS**  
**PM**14. [14-0269](#)

Consider conducting the Public Hearing for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

**7:00 ENGINEERING**  
**PM**15. [14-0265](#)

Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

**Attachments:** [3-10-14 Resolution CP 2011-2 Order Improvement and Plans and Specs.pdf](#)

**7:05 ADJOURNMENT**  
**PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 24, 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.*



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0279      **Version:** 1      **Name:** Oath of Officer for Fire Chief A.J. Morse.  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Oath of Officer for Fire Chief A.J. Morse.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [OATH OF OFFICE](#)

Date	Ver.	Action By	Action	Result
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Oath of Officer for Fire Chief A.J. Morse.

**Background Information:**

Fire Chief A.J. Morse was appointed to the position with the Grand Rapids Fire Department on March 3, 2014. The City Administrator has requested an office Oath of Office to be conducted by the Grand Rapids City Mayor.

**Staff Recommendation:**

Staff recommendation is the reading of the Oath of Office to Fire Chief A.J. Morse.

**Requested City Council Action**

Request by City Administrator Tom Pagel for the reading of the Grand Rapids Fire Department's Oath of Office to Fire Chief A.J. Morse by the Grand Rapids City Mayor Dale Adams.



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## OATH OF OFFICE

### OATH

*State of Minnesota*

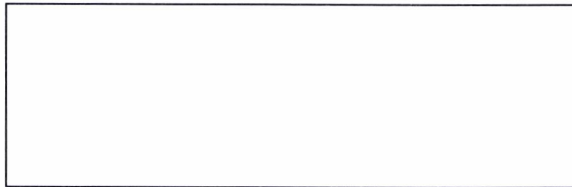
*SS*

*County of Itasca*

*I, A.J. Morse do solemnly affirm that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will discharge faithfully the duties of the office of Fire Chief in the City of Grand Rapids, State of Minnesota, to the best of my judgment and ability and this I do under the penalties of perjury.*

\_\_\_\_\_  
*Signature*

*Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.*



\_\_\_\_\_  
*County of Residence*

*Notary Stamp Here*

\_\_\_\_\_  
*Signature of Notary*



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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0262      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 2/28/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Approve Council minutes for Monday, February 24, 2014 meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [February 24, 2014 Worksession](#)  
[February 24, 2014 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Approve Council minutes for Monday, February 24, 2014 meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, February 24, 2014

4:00 PM

Conference Room 2A

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, February 24, 2014 at 4:00 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

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

**Others present:**

*Tom Pagel, Chad Sterle, Erik Scott, Jim Denny*

### Discussion Items

1. Discuss appointments to Boards & Commissions.

*Discussed term expirations for Boards & Commissions. Each Council member reviewed applicants for specific positions and discusses recommendations for appointments at the 5:00 PM regular meetings.*

- 2.

*In reviewing the regular 5:00 PM agenda, the follow changes were made:*

*Eliminated item #9 from Consent agenda regarding local publication issues, Attorney Sterle addresses corrections deeds for item #12, and item #13 and #14 are moved to Consent as 9a and 9b, respectively.*

### ADJOURN

*There being no further business, the meeting adjourned at 5:03 PM.*

*Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, February 24, 2014

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, February 24, 2014 at 5:08 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

### Others present:

*Tom Pagel, Chad Sterle, Jim Denny, Rob Mattei, Travis Cole, Jeff Davies, Barb Baird, Erik Scott*

### MEETING PROTOCOL POLICY

**5:01 PM PUBLIC FORUM**

**5:06 PM COUNCIL REPORTS**

*Mayor Adams makes note of the Western Mesabi Mine Pit Board issues and projects, specifically the 169 project moving forward in 2016, with partial work to be completed in 2014/2015. The Board also took a position in support of Polymet.*

*Mayor Adams also noted the yearly participation of the Grand Rapids Police Department supporting Special Olympics in the Polar Plunge. Investigator Andy Morgan is heading up this fundraiser within the Grand Rapids PD. Event will take place at Sugar Lake Lodge, March 15th and is open to the public.*

**5:10 PM APPROVAL OF MINUTES**

Approve Council minutes for Monday, February 10, 2014 Regular Meeting.

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Joe Chandler, to approve Council minutes for February 10, 2014 as presented. The motion PASSED by unanimous vote.**



**5:11 PM CONSENT AGENDA**

1. Consider adopting a resolution approving a \$28,500 transfer from the General Fund to the Domestic Animal Control Facility Fund and a \$24,671 transfer from the Capital Equipment Fund to the General Fund as of December 31, 2013.  
**Adopted Resolution 14-11 by consent roll call**
2. Consider adopting a resolution closing Fund (473) Capital Project Fund-2011 Infrastructure Bonds and transferring the remaining balance of approximately \$950,060 to Fund (363) Debt Service Fund-General Obligation Grant Anticipation Notes 2012C as of December 31, 2013.  
**Adopted Resolution 14-12 by consent roll call**
3. Hire temporary employees for Park & Recreation / I.R.A. Civic Center  
**Approved by consent roll call**
4. Consider approving and signing the required amendment for partial payment of the Minnesota Department of Natural Resources Community Forest Bonding Grant.  
**Approved by consent roll call**
5. Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.  
**Approved by consent roll call**
6. Consider authorizing the IT Department to dispose of or donate retired equipment to PCs for People.  
**Approved by consent roll call**
7. Approve and authorize payment of merit pay for City Administrator in the amount of \$4000.  
**Approved by consent roll call**
8. Abolish the current eligibility list for Firefighter and authorize staff to begin the process of advertising and establishing a new list.  
**Approved by consent roll call**
- 9a. Consider a resolution ording the razing or removal of structures located upon 1900 NW 5th St.  
**Adopted Resolution 14-13 by consent roll call.**
- 9b. Consider authorizing a financial contribution of \$3,010.00 toward the collaborative funding of a housing study for the Grand Rapids Area

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

A motion was made by Councilor Christy, seconded by Councilor Sanderson, to approve the Consent agenda as amended, excising item #9 and moving items #12 and #14 from the Regular agenda to Consent as items #9a & #9b. The motion carried by the following vote

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

**5:13 SETTING OF REGULAR AGENDA  
PM**

A motion was made by Councilor Joe Chandler, seconded by Councilor Dale Christy, to approve the regular agenda as amended. The motion PASSED by unanimous vote.

**5:14 ACKNOWLEDGE BOARDS & COMMISSIONS  
PM**

10. Acknowledge minutes for Boards & Commissions.

*Mayor Adams acknowledges:  
Library Board Minutes: September 26, 2013 and January 6, 2014  
Civic Center/Park & Rec Advisory Board: October 9, 2013*

**Acknowledge Boards and Commissions****5:15 DEPARTMENT HEAD REPORT  
PM**

11. Housing & Redevelopment Authority ~ Jerry Culliton

**Received and Filed****5:25 COMMUNITY DEVELOPMENT  
PM**

12. Consider approving the sale of City parcels 91-425-1320 and 91-425-2030 to Hernesman Brothers Partnership

**A motion was made by Councilor Zabinski, seconded by Councilor Sanderson, to approve the sale of City parcels 91-425-1320 & 91-425-2030 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

**5:30 INFORMATION TECHNOLOGY  
PM**

15. Consider accepting bid from Mediacom to install cable internet service at the Itasca Calvary Cemetery.

**A motion was made by Councilor Sanderson, seconded by Councilor Christy, to accept bid from Mediacom for cable internet installation at Itasca Calvary Cemetery. The motion carried by the following vote.**

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

**5:35 POLICE DEPARTMENT  
PM**

16. Request by the police department to purchase seven Digital-Ally body camera's and 1 VuVault Server Software DVD.

**A motion was made by Councilor Chandler, seconded by Councilor Christy, authorizing purchase of seven digital-ally body cameras and one VuVault Server Software DVD. The motion carried by the following vote.**

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

**5:40 ADMINISTRATION DEPARTMENT  
PM**

17. Appointments to Boards & Commissions

**A motion was made by Mayor Adams, seconded by Councilor Zabinski, to approve the following appointments and expiration dates to Boards & Commissions:**

**Airport Advisory Board: John Udem, term to expire December 31, 2015**

**Housing & Redevelopment Authority: Len Salmela and Richard Blake, terms to expire March 1, 2019**

**Golf Course Board: Steve Forneris and Pat Pollard, terms to expire March 1, 2017**

**Human Rights Commission: Darlene Freeman, Frieda Hall and Jackie Dowell, terms to expire March 1, 2017**

**Planning Commission: Charles Burress, term to expire March 1, 2018**  
**Civic Center/Park & Rec Advisory Board: Lilah Crowe, Brad Hydeke and Peter Miskovich, terms to expire March 1, 2017**  
**Public Utilities Commission: Steve Welliver and Greg Chandler, terms to expire March 1, 2017**  
**Police Civil Service Commission: Jim Martinetto, term to expire March 1, 2017.**  
**The motion carried by the following vote.**

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

18. Accept bid to renovate restrooms in City Hall and Fire Hall.

*Councilor Chandler would like staff to research and consider the replacement/updating of all bathroom fixtures at this time.*

**A motion was made by Councilor Christy, seconded by Councilor Sanderson, to accept bid to renovate restrooms from Hawk Construction. The motion carried by the following vote.**

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

5:50 VERIFIED CLAIMS  
PM

19. Consider approving the verified claims for the period February 4, 2014 to February 17, 2014 in the total amount of \$487,219.14.

**A motion was made by Councilor Sanderson, seconded by Councilor Christy, to approve the 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

5:56 ADJOURNMENT  
PM

**A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, to adjourn the meeting at 6:01 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk*



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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0161      **Version:** 1      **Name:** Budget Amendments  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/16/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider adopting a resolution approving budget amendments to the Legal budgets in all General Fund Departments for 2014.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2014 budget amendment resol.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving budget amendments to the Legal budgets in all General Fund Departments for 2014.

**Background Information:**

After the 2014 budget was adopted, a new contract was approved for Professional Civil Legal Services provided to the City of Grand Rapids by Chad Sterle, Attorney at Law. The new contract provides that civil legal services provided to the City will be according to the schedule of retainer services. Due to this change, we are requesting budget amendments to the Legal budgets in the General Fund Departments to reflect this contract. There will be no change in the total budget, just revising the budget to match the actual expenditures.

**Requested City Council Action**

Consider adopting a resolution approving budget amendments to the Legal budgets in all General Fund Departments for 2014.

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

RESOLUTION NO. 14-

A RESOLUTION APPROVING BUDGET AMENDMENTS TO THE LEGAL BUDGETS IN ALL GENERAL FUND DEPARTMENTS FOR 2014

WHEREAS, after the 2014 budget was adopted, a new contract was approved for Professional Civil Legal Services, and

WHEREAS, the legal budgets for all General Fund Departments need to be budgeted in the City Wide Department, and

WHEREAS, to match the actual expenditures with the budget, we are requesting budget amendments to reflect those changes, and

WHEREAS, there will be no overall change in the General Fund budget,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, the following budget amendments will be made:

\$109,600 in Legal costs will be transferred from the following General Fund Departments to the City Wide - Legal

\$45,000	Administration
400	Building Maintenance
35,000	City Council
10,000	Community Development
11,000	Engineering
1,200	Finance
1,000	Fire
200	Information Technology
300	Recreation
5,500	Police

Adopted this 10<sup>th</sup> day of March, 2014.

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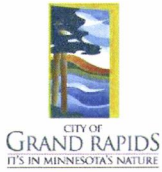
Dale Adams, Mayor

Attest:

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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 #:** 14-0252      **Version:** 1      **Name:** PW Rotary Mower State Specs  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 2/25/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Request authorization to examine specifications within the State of Minnesota Cooperative Purchasing Agreement with the intent of receiving a qualified quote for a 10.5 foot wide front rotary mower.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Request authorization to examine specifications within the State of Minnesota Cooperative Purchasing Agreement with the intent of receiving a qualified quote for a 10.5 foot wide front rotary mower.

**Background Information:**

Currently we mow our turf areas with two 10.5 foot wide front rotary mowers. One is a 1996 and the other is a 2006. The 1996 mower was also used for sweeping rinks in the winter, which increased the wear and tear over its 18 year life. This mower will be retained to broom rinks in the winter months for the next several years. Interestingly, when we purchased the 1996, it replaced two mowers, one being a 1974 and the other a 1979, 22 and 17 years of service respectively. My point is, that we've had good success with the life of our mowers. However, due to its age, this mower is past it's useful dependability that's needed during the summer. The effectiveness of this mower has been costly both in down time and expense. In the last two years (2012 and 2013) we spent \$7,307.33 for parts and \$6,347.50 for labor, with a grand total of \$13,654.83 in repairs.

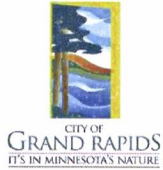
**Staff Recommendation:**

PW Director recommends reviewing the 10.5 foot wide front rotary mower specifications with the State of Minnesota Cooperative Purchasing Agreement in order to receive a qualified quote.

**Requested City Council Action**

Approve the PW Director to examine specifications within the State of Minnesota Cooperative Purchasing Agreement with the intent of receiving a qualified quote for a 10.5 foot wide front rotary mower.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0264      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/4/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Hire temporary employees for Park & Recreation / I.R.A. Civic Center  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Hire temporary employees for Park & Recreation / I.R.A. Civic Center

**Background Information:**

The following individuals will be hired with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex. These positions are part of the annual operating budget, and will begin employment March 10, 2014.

Brooke Justus      Various Part Time Positions      Hourly Range: \$7.25 to \$10.00 per hour  
Maddie Bernard      Various Part Time Positions      Hourly Range: \$7.25 to \$10.00 per hour

**Staff Recommendation:**

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

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



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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0267      **Version:** 1      **Name:** PW Specs and Quotes for Pick-up Purchase  
**Type:** Agenda Item      **Status:** Public Works  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider approving writing specifications and soliciting quotes for the purchase of a new one ton pick-up equipped with a snow plow.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving writing specifications and soliciting quotes for the purchase of a new one ton pick-up equipped with a snow plow.

**Background Information:**

Our last pick-up purchase was in 2011 and at that time, the average age of our pick-up fleet was 13.29 years old. With this purchase, our average age for our pick-up fleet will be 13.69 years old. The Public Works ROW/Snow and Ice Control Divisions both utilize a combined sixteen pick-ups. Of those sixteen pick-ups, there is; one 1987, one 1991, one 1995, two 1997's three 1999's, two 2004's, one 2006, one 2007, one 2008 and two 2011's. This purchase was approved for the 2014 Capital Improvement Plan and will be used for both ROW and Snow and Ice Control applications.

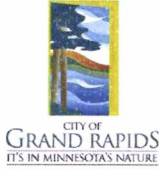
Once specifications are written and developed into a "Specifications and Form of Proposal" they will submitted to all three local dealers. Sealed quotes will be received and opened at the established quote opening at the Administration Office.

**Staff Recommendation:**

PW Director recommends writing specifications and soliciting quotes for the purchase of a new one ton pick-up with plow.

**Requested City Council Action**

Approve Public Works request to write specifications and solicit quotes from local dealerships for the purchase of a one ton pick-up equipped with snow plow.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0268      **Version:** 1      **Name:** Equipment Reimbursement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider approving a resolution declaring the official intent of the City of Grand Rapids to reimburse certain expenditures from the proceeds of bonds to be issued by the City of Grand Rapids.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids 2014 Equip Certs Reimbursement Resol.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution declaring the official intent of the City of Grand Rapids to reimburse certain expenditures from the proceeds of bonds to be issued by the City of Grand Rapids.

### **Background Information:**

The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met and the City expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of a tax-exempt bond.

The City has determined to make this declaration of official intent to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations. The City proposes to undertake the acquisition of certain capital equipment which include Police Vehicles, Information Technology Computers and Public Works Vehicles and Turf Mower.

The City reasonably expects to reimburse the expenditures made for certain costs of capital equipment from the proceeds of bonds in an estimated maximum principal amount of \$275,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

### **Requested City Council Action**

Consider approving a resolution declaring the official intent of the City of Grand Rapids to reimburse certain expenditures from the proceeds of bonds to be issued by the City of Grand Rapids.

**CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**DECLARING THE OFFICIAL INTENT OF THE  
CITY OF GRAND RAPIDS TO REIMBURSE  
CERTAIN EXPENDITURES FROM THE PROCEEDS  
OF BONDS TO BE ISSUED BY THE CITY**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of a tax-exempt bond; and

WHEREAS, the City has determined to make this declaration of official intent (the "Declaration") to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

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

1. The City proposes to undertake the acquisition of certain capital equipment (the "Equipment").

2. The City reasonably expects to reimburse the expenditures made for certain costs of the Equipment from the proceeds of bonds in an estimated maximum principal amount of \$275,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Equipment and the principal amount of the bonds described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Equipment expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Approved this 10<sup>th</sup> day of March, 2014, by the City Council of the City of Grand Rapids, Minnesota.

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Mayor

Attest:

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City Clerk



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0270      **Version:** 1      **Name:** CP 2011-2, Crystal Lake Blvd Reconstruction SLA with SEH

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

**File created:** 3/5/2014      **In control:** City Council

**On agenda:** 3/10/2014      **Final action:**

**Title:** Consider approving the Supplemental Letter Agreement (SLA) with SEH for the engineering design and construction related services for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [3-10-14 Attachment SLA 2011-2 for CrystalLakeBoulevard.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Supplemental Letter Agreement (SLA) with SEH for the engineering design and construction related services for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

**Background Information:**

Once the City Council orders CP 2011-2, the Crystal Lake Boulevard Reconstruction Project, along with the plans and specifications, it is necessary to approve the SLA with SEH so that the plans and specifications can be designed on the Project. The SLA follows the terms of the Master Engineering Agreement with SEH and is attached for your reference.

**Staff Recommendation:**

City Staff recommends approving the Supplemental Letter Agreement (SLA) with SEH for the engineering design and construction related services for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

**Requested City Council Action**

Consider approving the Supplemental Letter Agreement (SLA) with SEH for the engineering design and construction related services for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.



## Supplemental Letter Agreement No. 2011-2

March 10, 2014

Mayor Adams  
City of Grand Rapids  
420 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744

RE: Crystal Lake Boulevard Improvements  
City Project 2011-2  
SLA for Design and Construction Administration

Dear Mayor Adams,

City Project 2011-2 involves the reconstruction of Crystal Lake Boulevard and 14<sup>th</sup> Street North, beginning at 1<sup>st</sup> Avenue NW and ending at Ridgewood Road. Project includes: bituminous roadway construction, storm sewer, water main and all associated appurtenances.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for design and construction administration of all of these improvements for your consideration. Our estimated work scope and fee for this project are listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Incorporated (SEH).

### SEH Work Scope

The services included in this SLA are for design and construction administration as listed in the Master Agreement in place between the City and SEH.

### Project Schedule

Neighborhood Meeting	October 30, 2013
Feasibility Report	February 10, 2014
Public Hearing	March 10
Council considers approval of this SLA	March 10
Council orders plans and specifications	March 10
Council approves plans and specifications and authorizes bid	March 24
Advertise in Herald Review (GR – official newspaper)	March 31, April 7
Bid opening	April 22
Council considers award of contract	April 28
Construction	May - September

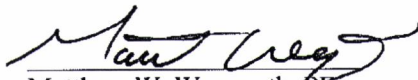
Substantial completion  
Final assessments


September  
October, 2014

**Fee Schedule**

The fee for design tasks will be as listed in the Master Engineering Services Contract (design fee = 6.0% of low construction bid and construction fee = 6.5% of final construction cost). The current construction estimate for this work is \$2,068,375, which equates to an SEH fee of \$258,546.88. The topographic survey (which is part of the design work scope) has previously been completed by SEH and paid for by the City through the Miscellaneous Services contract. Therefore that fee (\$3,542.50) will be deducted from the fee mentioned above. Therefore, total SEH fee is estimated at \$255,004.38.

Sincerely,  
Short Elliott Hendrickson Inc.

  
Matthew W. Wegwerth, PE  
Project Manager/Associate  
3/10/14  
Date

  
Robert J. Beaver, PE  
Office Manager/Principal  
7/10/14  
Date

**City of Grand Rapids Authorization:**

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

\_\_\_\_\_  
Dale Adams  
Mayor of Grand Rapids  
Date

C: SEH contract file





CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0271      **Version:** 1      **Name:** Consider allowing the Grand Rapids Fire Department Fire Prevention and Education Program to accept a donation of \$25.00 from Grand Rapids State Bank

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

**File created:** 3/5/2014      **In control:** Fire

**On agenda:** 3/10/2014      **Final action:**

**Title:** Consider allowing the Grand Rapids Fire Department Fire Prevention and Education Program to accept a donation of \$25.00 from Grand Rapids State Bank

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider allowing the Grand Rapids Fire Department Fire Prevention and Education Program to accept a donation of \$25.00 from Grand Rapids State Bank

**Background Information:**

Every year the Grand Rapids Fire Department joins in the Children's fair, which is held at the IRA Civic center. Donations are used for the purchase of informational items regarding fire prevention and education which are passed out to children, at the children's fair.

**Staff Recommendation:**

Consider allowing the Grand Rapids Fire Department Fire Prevention and Education Program to accept a donation of \$25.00 from Grand Rapids State Bank

**Requested City Council Action**

Consider allowing the Grand Rapids Fire Department Fire Prevention and Education Program to accept a donation of \$25.00 from Grand Rapids State Bank



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0272      **Version:** 1      **Name:** CP 2012-6, ICC Signal Balancing Change Order  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider approving the balancing change order related to CP 2012-6, the ICC Signal Reconstruction Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [3-10-14 Attachment CP 2012-6 Balancing Change Order.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the balancing change order related to CP 2012-6, the ICC Signal Reconstruction Project.

**Background Information:**

Attached is the balancing change order related to CP 2012-6, the ICC Signal Reconstruction Project. The original contract amount was \$837,865.00 and the final contract amount is \$860,760.33. All change orders, work orders, and supplemental agreements itemized in the balancing change order have already been approved. Approval of this balancing change order will close out the contract with Casper Construction for this Project.

**Staff Recommendation:**

City staff recommends approving the balancing change order related to CP 2012-6, the ICC Signal Reconstruction Project.

**Requested City Council Action**

Consider approving the balancing change order related to CP 2012-6, the ICC Signal Reconstruction Project.

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 3

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 031-685-001	LOCAL PROJECT NO.	CONTRACT NO. CP 2012-6, 121161
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 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 devcie used to adjust the Contract Amount to equal the As-Built amount

Contract Amount: Orginal = \$837,865.00, Final = \$860,760.33

Change Order #1: Estimated = (\$28,436.15), Final = \$7,040.65

Change Order #2: Estimate = \$1,211.70, Final = \$2,348.50

Work Order #1: Estimate = \$26,377.05, Final = \$30,929.33

Supplemental Agreement = \$72,073.00, Final = \$72,297.05

Net Changes previously approved = \$71,225.60

Net Change Authorized by this Change Order = (\$48,330.27)

**COST BREAKDOWN**

There are no items associated with this Change Order.

\* Funding category is required for federal projects.

<b>CHANGE IN CONTRACT TIME (check one)</b>			
Due to this change the Contract Time:			
a. <input type="checkbox"/>	Is Increased by	_____ Working Days	b. <input checked="" type="checkbox"/> Is Not Changed
<input type="checkbox"/>	Is Decreased by	_____ Working Days	
<input type="checkbox"/>	Is Increased by	_____ Calendar Days	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/>	Is Decreased by	_____ Calendar Days	

Approved By Project Engineer: Julie Kennedy	Approved By Contractor: Casper Construction
Signed _____	Signed <u>Tom</u>
Date: _____ Phone: (218) 326-7601	Date: <u>2/28/14</u> Phone: (218) 326-9637

Original to Project Engineer, Copy to Contractor

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

<b>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.</b>			
This project is eligible for:	_____ Federal Funding	_____ State Aid Funding	_____ Local funds
District State Aid Engineer: _____	Date: _____		



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0273      **Version:** 1      **Name:**

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

**File created:** 3/5/2014      **In control:** City Council

**On agenda:** 3/10/2014      **Final action:**

**Title:** Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2014 Purple Pinecone Second Floor lease final.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.

**Background Information:**

The Purple Pinecone, a retail store selling clothing, gift and home decor items, desires to relocate into Central School. At the previous City Council meeting Suite 1, the Garden Level, was leased to The Purple Pinecone for use as a shipping, receiving and inventory storage. This second phase of Purple Pinecone's move to Central School involves rental of retail space on the second floor. The attached lease is for the adjoining spaces of Suite 201, 202 and 203, which consists of a 1308 square foot area. The lease rate for this space is \$11.88/ square foot. The rental rate is consistent with the current rate structure for the Second Floor. Also consistent with all recent leases, the term for this lease is for one year (through the end of 2014) and the rental rate does not involve the City in covering the cost of property taxes.

**Requested City Council Action**

Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.

## LEASE AGREEMENT

This Lease Agreement, by and between the City of Grand Rapids, Minnesota hereinafter referred to as "Lessor" and Isabella's Fashions Inc, dba The Purple Pinecone, hereinafter referred to as "Lessee", entered into this **10th** day of **March, 2014**.

### **ARTICLE 1 - LEASED PREMISES**

1.1 In consideration of and subject to the mutual covenants, condition and obligations of this Lease Agreement to be kept and performed, the Lessor does hereby lease and demise to Lessee the premises identified in Exhibit "A" attached hereto, comprising approximately 1308 square feet together with the right to use in common with other lessees of the Central School their invitees, customer and employees, the elevators, stairways, halls, toilets and sanitary facilities, and all other general common facilities contained in the Central School, as well as the sidewalks, delivery areas, and appurtenances thereto, to be used by Lessee for the purposes generally described in Exhibit "B" attached hereto, in the Central School, Grand Rapids, Minnesota.

This Lease Agreement will also include one parking pass for the Lessee's use in the Central School lot at no additional cost to the Lessee. The Lessee will be provided one parking pass that must be displayed conspicuously by the Lessee. The Lessee will be able to park in any location within the parking lot of Central School. There will not be a designated parking spot. If the lot is full, the Lessee will utilize off street parking. This pass only applies to the Central School lot. If the pass is lost, stolen or needs to be replaced for any reason, there will be a \$25 plus tax replacement fee.

### **ARTICLE 2 - TERM**

2.1 The Term of this Lease Agreement shall commence on **January 13, 2014** and shall continue through **December 31, 2014** unless earlier terminated in accordance with the provisions of this Lease Agreement.

### **ARTICLE 3 -RENT**

3.1 Lessee shall pay to Lessor as rent for the leased premises the sums hereinafter provided in this Article 3.

The term "operating costs for the Central School Building" as used in this Article 3 shall exclude all costs related to the exterior grounds except signs promoting tenants but shall otherwise include all those direct costs of operation and maintenance to be incurred by Lessor, including by way of illustration but not limitation, (1) all utility charges (sewer, water, electricity, heat, garbage collection, elevator service) except telephone and other communications equipment; (2) maintenance, insurance, repairs, parts and supplies, equipment and tools, and electrical maps, tubes, starters and ballasts; (3) the annual costs for a custodian and/or manager; and (4) promotion costs; and (5) a capital reserve equal to 5% of the total projected operation costs, excluding the capital reserve. The term "operating costs for the Central School Building" shall not include the original capital investment or associated debt service.

The term "rented square footage in the Central School Building" as used in the Article 3 shall exclude common areas, exterior grounds and space not rented.

3.2 Calendar year **2014** base rent shall be in the amount of **\$11.88** per square foot annually, payable in equal monthly installments beginning on the **1<sup>ST</sup>** day of **April, 2014** and continuing on the first day of each month thereafter through **December 31, 2014**. Additionally, tenant is solely responsible for paying any, and all, property taxes associated with the rental space.

3.3 Lessee shall pay as additional rent a late charge in the amount of 1.5% of the monthly rental payment in the event that the monthly rental payment is received after the fifth day of the month due. This late charge shall be exclusive of any other remedy which Lessor may have for Lessee's failure to timely pay rent.

3.4 At the commencement of the term of this Lease Agreement, Lessee shall furnish to Lessor a surety bond, letter of credit or cash deposit in an amount equivalent to one month's rent, to assure compliance with the provisions of this Lease Agreement. If Lessee fails to comply with the provisions of this Lease Agreement, Lessor shall be entitled, without further notice to Lessee, to call upon said surety bond, letter of credit or cash deposit to satisfy Lessee's obligation hereunder. Lessor's right to call upon the surety bond, letter of credit or cash deposit shall be exclusive of any other remedy which Lessor may have for Lessee's failure to comply with the provisions of this Lease Agreement. The surety bond or letter of credit furnished by Lessee shall be maintained in effect for

the term of this Lease Agreement and during any period of holding over. If Lessee furnishes a cash deposit pursuant to this Paragraph, said cash deposit shall be held by Lessor for the term of this Lease Agreement unless earlier called upon by Lessor to satisfy Lessee's obligations hereunder. Said cash deposit shall be invested by Lessor and any interest earned shall be paid annually to Lessee.

3.5 Rental payments shall be made to the order of the City of Grand Rapids and mailed or delivered to: **City Finance Director, 420 N. Pokegama Avenue, Grand Rapids, MN 55744.**

3.6 Lessee shall timely pay when due any personal property or real property tax on the leasehold estate.

#### **ARTICLE 4 - IMPROVEMENTS**

4.1 In taking possession of the leased premises, Lessee acknowledges that same were on the date of occupancy in good, clean and tenable condition, subject only to the repairs or improvements which Lessor has agreed to make at Lessor's expense and which are set forth on Exhibit "C" attached hereto, if there are any.

4.2 Lessee agrees to make at its own expense all alterations and improvements to the leased premises except as otherwise indicated to be the obligation of Lessor under this Lease Agreement. All such improvements and alterations made by Lessee shall be undertaken only upon advance approval of Lessor, shall be made under the supervision, direction and control of Lessor's architect, shall be made in good and workmanlike manner according to the terms, conditions and requirements set by Lessor and its architect, and shall be in keeping with the historical character of the building. All alterations and improvements performed on the leased premises by Lessee shall be performed by competent contractors and subcontractors approved by Lessor, which approval shall not unreasonably be withheld. Lessee shall pay for all architectural, engineering and other services and all costs incurred by Lessor in connection with Lessee's improvement or alteration of the leased premises, including the work, if any, of Lessor's engineer, architect and other agents connected therewith. Prior to undertaking any alterations or improvements to the leased premises, Lessee shall

obtain and deliver to Lessor a valid waiver and release of mechanic's liens by each party who will furnish labor, materials or services to the lease premises.

4.3 At the expiration or termination of the term of this Lease Agreement, all improvements and alterations made to the leased premises by Lessee shall remain with the leased premises and shall be the property of Lessor. Lessee shall, at its expense, remove Lessee's goods and effects, including trade fixtures, machinery, and equipment, and quit and deliver up the leased premises to Lessor, peaceably and quietly in as good order and condition as same were in on the original date of occupancy, reasonable wear and tear excepted. Any property left in the leased premises at the expiration or termination of this term of this lease shall be deemed to have been abandoned and shall become the property of Lessor to be disposed of as Lessor deems expedient, with all costs of cleanup and disposal of goods abandoned at the leased premises to be paid by Lessee. Lessee shall not permit any mechanic's or materialmen's liens to stand against the leased premises or against the Central School and Lessor may require appropriate assurances by way of bond, deposit or other reasonable procedure to protect against such liens and may, should such liens arise out of Lessee's acts hereunder, pay and discharge same and such amounts shall become due and payable to Lessor from Lessee with interest at the rate of eight percent (8%), or such greater amount as shall then be permitted by law, per annum.

#### **ARTICLE 5 - MAINTENANCE, REPAIRS**

5.1 Lessee shall at all times be responsible for maintaining at its own expense the leased premises in a clean, orderly and safety condition, except as hereinafter provided. Lessee shall be responsible, at its own expense, to clean and maintain all trade fixtures, machinery and equipment furnished by Lessee within the leased premises. Lessee shall be responsible to deposit normal office waste and rubbish at a location at the Central School as designated by Lessor.

5.2 Lessee shall be responsible to perform all repairs the need for which is caused by Lessee's use of the premises except that Lessor shall be responsible to perform major repairs of a structural nature. Lessor shall be responsible to arrange for removal of waste and rubbish from the



location designated as the deposit location for lessees. All costs incurred by Lessor pursuant to the obligations of this Paragraph shall be included within "operating costs".

5.3 Lessor shall provide custodian services for the common areas of Central School. Costs incurred by Lessor in providing such custodian services shall be included within "operating costs".

#### **ARTICLE 6 - UTILITIES**

6.1 Lessor shall furnish such heat, water, sewer, electricity, elevator services, central air conditioning and garbage removal in and about the leased premises as shall be necessary, in Lessor's judgment, for comfortable occupancy of the leased premises, under normal business conditions. Lessor's obligation to provide electricity to the leased premises shall include only electricity for standard building lighting and office use. Any electricity supplied to the leased premises for extraordinary purposes, such as kitchen equipment, refrigeration equipment and air conditioning units, shall be paid by the Lessee upon Lessor's billing of same.

It is understood and agreed that Lessee shall be responsible to pay to Lessor, as additional rent, the cost of separately-metered-electricity supplied to the leased premises. Lessee shall also be responsible for the construction of insulation of a separate electrical meter when required.

6.2 Lessee shall conserve heat, water and electricity and shall not neglect or misuse water, fixtures, electrical lights, or other equipment or facilities furnished in conjunction with Lessor's provisions of utilities pursuant to this Article.

6.3 In the event energy use restrictions are established by Federal or State authorities or that an energy supply emergency is declared by Federal or State authorities, Lessor may reduce the quantity or quality of any utilities or other services to be provided under this Article as may be necessary to comply with directives and regulations promulgated by said authorities.

6.4 Lessor shall be responsible to provide light, heat and other utility services to the common areas of the Central School as, in Lessor's discretion, is appropriate. The cost of providing such heat, lighting and other utilities shall be included within "operating costs".

#### **ARTICLE 7 - BUILDING USE, REGULATIONS, SECURITY**

7.1 Lessee shall use the leased premises only for the purpose of purposes generally described in Exhibit "B". Lessee shall keep the leased premises in a clean, orderly and safe condition and shall not permit any hazardous or dangerous activity thereon or any activity which will increase insurance risks or premiums on the leased premises. Lessee shall at all times comply with all statutes, ordinances, codes, and regulations of any governmental authority concerning the use and maintenance of the leased premises and the Central School. Lessee shall not overload the floors in the leased premises.

7.2 Lessee shall use the leased premises and the common areas of the Central School in accordance with such reasonable rules and regulations as may from time to time be promulgated by Lessor or the Central School Commission for the general safety, comfort and convenience of Lessor and Lessees of the Central School and their invitees and Lessee shall cause its clients, employees and invitees to abide by such rules and regulations. The Lessor will allow the Lessee to utilize up to 12 square feet of floor space in the common areas adjacent to the Lessee's business for display purposes only. Storage of equipment, recycling, or anything deemed not to be display items, is prohibited. The items placed in this space must not be affixed permanently to the floor or wall in any way. The usage of a table, shelf, or rack is acceptable. The Lessee will adhere to all fire and building access codes.

If the Lessee wishes to use more than 12 square feet of floor space, a written letter to the Lessor with the Lessee's intent is required. The Lessee cannot proceed with their plans until the Lessor has granted the request in writing.

The Lessee is required to supply the Lessor with documentation from the Lessee's insurance company that the Lessee's property is covered while in the common areas of Central School.

7.3 Lessee shall keep the leased premises open to the public during such days and hours of operation of the Central School as may from time to time be determined by Lessor.

7.4 Lessee shall be responsible for securing the leased premises by locking doors and windows providing direct access to the leased premises. Lessor covenants that other Lessees within the Central School will have similar responsibilities to those required of Lessee under this Paragraph.

7.5 Lessee shall pay to Lessor on demand for any damage done to the Central School or the leased premises, including broke glass, caused by Lessee, Lessee's agents or employees, or Lessee's invitees.

7.6 Lessee shall not conduct or permit to be conducted on the leased premises any business or permit any act which is contrary to or in violation of the laws, ordinances or regulations of any governmental unit, federal, state or local.

#### **ARTICLE 8 - COMMON AREAS, EXTERNAL GROUNDS**

8.1 Lessee's use of the common areas and external grounds of Central School shall be in compliance with rules and regulations which may be promulgated from time by Lessor.

8.2 Lessee shall place nothing in the common areas of the Central School, including displays, advertising, merchandise, or other items of any sort whatsoever, without the advance written approval of the Central School Commission.

8.3 Lessee shall place no signs which will be visible outside the leased premises, including no signs which may be visible through a window and no signs which may be visible within the common areas of the Central School or from the external grounds of the Central School or beyond, without the advance written approval of Lessor. Lessor shall provide signs, of a number, style and quality as deemed appropriate in Lessor's exclusive judgment, to be placed on the external grounds of the Central School, which signs will identify the lessees within Central School. Cost incurred by Lessor in providing said signs shall be included within "operating costs". Signs within

the interior common areas of Central School shall be approved in advance by Lessor and, if provided by Lessor, the expense thereof shall be included within "operating costs".

#### **ARTICLE 9 - INSURANCE**

9.1 Lessor shall maintain general liability, fire and extended coverage insurance on the Central School, including common areas and exterior grounds, and Lessor's fixtures and equipment and Lessor shall cause Lessee to be named as an additional insured. Lessee shall insure its own personal property on the premises as it sees fit. All personal property placed upon or in the leased premises or common areas or external grounds shall be at the risk of Lessee or the owner of the personal property and Lessor shall not be liable to Lessee or any other party for any damage or destruction of said personal property arising from any cause whatsoever. Lessee shall maintain at its own cost and expenses general liability insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agrees that to protect themselves as well as the City of Grand Rapids under the indemnity Contract set forth above, the Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. Cpt. 466.04, subd. 1 as may be modified from time to time by the State Legislature and Lessee shall name Lessor as an additional insured on said policy. Throughout the term of this Lease Agreement, Lessee shall provide Lessor with evidence that Lessee has obtained the insurance required by this Article and that Lessor is an additional insured under said policies of insurance. All costs incurred by Lessor in maintaining insurance coverage pursuant to this Article shall be included within "operating costs".

9.2 Notwithstanding anything in this Lease Agreement to the contrary, Lessor shall not be liable to Lessee and Lessee shall not be liable to Lessor for any damage to or destruction of the Central School Building by fire or other perils or for any claim or cause of action arising out of any death, injury or damage to property in, on or about the leased premises or the common areas or exterior grounds of Central School. Lessor and Lessee shall furnish to each other appropriate written consents from their respective insurers to this waiver of liability provision.

#### **ARTICLE 10 - LESSOR ACCESS**

10.1 Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspection, cleaning, repairing, altering or improving

the premises, or to exhibit the premises to prospective tenants. Lessor's reserved rights hereunder shall include, without limitation, free, unhampered and unobstructed access to the airways, equipment ducts, stairways, access panels and all utilities and services to the Central School. There shall be no diminution of rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury to business caused by Lessor's reasonable exercise of rights reserved by Lessor in this Article.

#### **ARTICLE 11 - FIRE OR OTHER CASUALTY: CONDEMNATION**

11.1 If during the term of this Lease the leased premises shall be damaged or destroyed by fire or other casualties so that the premises shall thereby be rendered unfit for use or occupation, Lessor shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until such premises have been duly repaired and restored the rent herein reserved, or a just and proportionate part thereof according to the nature and extent of the injury which has been sustained shall be abated, or (b) Lessor may terminate this lease and end the term hereof, and in case of such termination and cancellation the rent shall be paid to the date of such fire or other casualty and all other further obligations on the part of either party hereto shall cease. Lessor is required to notify Lessee of whether it will repair or terminate within thirty (30) days of the date of such damage or destruction. Provided, however, that in the event the premises are not so restored within one hundred eighty (180) days after the occurrence, Lessee may, at its option, terminate this lease.

11.2 Lessee shall be entitled in any full or partial taking by eminent domain to take that portion of the net award representing payment for Lessee's leasehold interest, trade fixtures, moving expenses or business interruption. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Lessee agrees that this Lease shall control rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived. If any taking shall result in Lessee being deprived of space in excess of 5 percent of the space then leased to Lessee, Lessee shall have the right on thirty (30) days advance written notice, to terminate the obligations hereunder

effective as of such taking. If Lessee continues occupancy following a partial taking, rent will be adjusted of a pro-rata basis for the remainder of the lease term.

**ARTICLE 12 - QUIET POSSESSION**

12.1 Lessor hereby warrants and covenants that it has full authority to execute this Lease Agreement and further agrees that Lessee, upon paying rent and performing the covenants and conditions of this Lease Agreement, shall quietly have, hold and enjoy the leased premises during the term hereof.

**ARTICLE 13 - NOTICE**

13.1 Any notice, demand, request or other communication which may or shall be given or served by Lessor or Lessee pursuant to this Lease Agreement shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To Lessee:

Katrina Jacobson  
Isabella's Fashions Inc.  
24867 Channel Heights Road  
Cohasset MN 55721

To: Lessor

City Administrator  
City Hall  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

**ARTICLE 14 - ASSIGNMENT, SUBLETTING**

14.1 Lessee agrees that neither the leased premises nor any part thereof shall be sublet nor shall this Lease Agreement be assigned by Lessee without prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor does give consent, such consent shall not release Lessee from its obligation hereunder, unless a release is specifically given by Lessor.

## **ARTICLE 15 - NO PARTNERSHIP**

15.1 Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

## **ARTICLE 16 - DEFAULT BY LESSEE**

16.1 Lessor and Lessee agree that this Lease Agreement is made upon the condition that if the Lessee shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this Lease Agreement which are to be kept, observed or performed by Lessee, so as to be in default, or if the leasehold interest of Lessee shall be taken by execution or other legal process of law, or if Lessee shall petition to be or be declared to be bankrupt or insolvent according to law, or if Lessee shall vacate said premises or abandon the same for a period of 45 days during the term of this Lease Agreement, then and in any of said cases the Lessor may, at its option, immediately or at any time thereafter without further notice or demand, enter into and upon the leased premises, or any part thereof, in the name of the whole, and take absolute possession of the same without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by Lessee for the full term of this Lease Agreement, and may, at Lessor's election, lease or sublet the leased premises, or any part thereof, on such terms and conditions and for such rents and for such time as the Lessor may elect, and after crediting the rent actually collected by Lessor from such reletting, collect the balance of rent owed pursuant to this Lease Agreement from Lessee, charging Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenable condition and collecting said rentals from Lessee, including reasonable attorney's fees.

Alternatively, Lessor may at its election and upon written notice to Lessee declare this Lease Agreement forfeited and void under the condition set forth above, and Lessor may re-enter and take full and absolute possession of said premises as the owner thereof, free from any right or claim of Lessee or any person or persons claiming through or under Lessee, and such election and re-entry shall be and constitute an absolute bar to any right to enter by Lessee. The commencement by Lessor of any action to recover possession of the leased premises or any part thereof shall not be deemed an election by Lessor to treat this Lease Agreement as void and terminated, without the written notice above specified. In the event of termination or re-entry by Lessor for default by Lessee, Lessor shall make every reasonable effort to re-rent, lease or sublet the premises. Lessor, at its option, may make

such alterations, repairs, replacements and/or decorations to the leased premises as Lessor, in its sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate to be construed to release Lessee for liability hereunder as aforesaid.

**ARTICLE 17 - DEFAULT BY LESSOR, LESSEE**

17.1 Lessor shall not be deemed to be in default under this Lease Agreement until Lessee shall have given Lessor written notice specifying the nature of the default and Lessor shall have not cured such default within ten (10) days after receipt of such notice, or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

17.2 Except with respect to the payment of rent, for which no notice of default shall be necessary, Lessee shall not be deemed to be in default under this Lease Agreement until Lessor shall have given Lessee written notice specifying the nature of default and Lessee shall have not cured such default within ten (10) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

**ARTICLE 18 - WAIVER, MODIFICATION, ENTIRE AGREEMENT**

18.1 No waiver of any condition, covenant, right of option of this Lease Agreement by the Lessor shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement.

18.2 No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties hereto in the same manner as the execution of this Lease Agreement. The City Council shall consider the recommendation of the Central School Commission in determining whether to approve any amendment or modification of this Lease Agreement.

18.3 Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the Central School except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Lessee except as herein expressly set forth.



**ARTICLE 19 - WINDOW TREATMENT**

19.1 Lessee, at its expense, may install shades, drapes or window coverings and, if installed, Lessee shall maintain said window coverings in an attractive and safe condition, provided however, in the sole judgment of Lessor said window coverings are in harmony with the exterior and interior appearance of Central School and will create no safety or fire hazard.

**ARTICLE 20 - PARKING**

20.1 Lessor has established public parking facilities on the grounds of Central School. Lessee warrants that it will enforce regulations providing that its employees will not park their private vehicles in said public parking area during time when said employees are working at the leased premises (except on a short-term basis for emergencies or for deliveries).

**DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap, or disability, familial status or recipients of public assistance; and shall comply with all nondiscrimination requirements of Federal, State and local law.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands on the date first written above.

LESSOR:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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

LESSEE:

\_\_\_\_\_

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

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

Its \_\_\_\_\_

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

## Exhibit A – Location in the Building

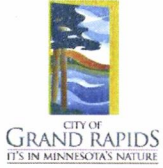
The Purple Pinecone is located on the Second Floor, in Suites: 201, 202 & 203, consisting of 1308 square feet.

## Exhibit B – Use of Space

The Purple Pinecone is a retail establishment which sells clothing, gift and home décor items. The space will be used for retail sales.

Exhibit C – Improvements

None



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0275      **Version:** 1      **Name:** Salmela Photography Central School Lease  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider approval of a new lease agreement with Janna Salmela Photography for Suite 209 in Central School and the termination of the existing lease for Suite 202.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2014 Salmela Photography Replacement Lease \(final\).pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a new lease agreement with Janna Salmela Photography for Suite 209 in Central School and the termination of the existing lease for Suite 202.

### **Background Information:**

Janna Salmela Photography currently leases Suite 202 on the second floor of Central School. Suite 202 is the middle space on the south side of the second floor. In order to allow sufficient interconnected space to be provided to the new tenant, The Purple Pinecone(Suites 201, 202, 203), staff negotiated new terms with Jenna Salmela Photography for their move into Suite 209. Suite 209 is located at the northwest corner of the second floor and is 860 square feet in area, while Suite 202 covers an area of 362 square feet. The space is larger than is currently needed by Janna Salmela Photography. The terms reached, which are reflected in the attached lease, include the City covering up to \$1,700 of labor cost associated with the move to the new space, and a two year lease, running through the end of 2015. The lease rate of \$11.88/sf is consistent with the rate for the second floor, however, the rate, for the term of this lease will be applied to the square footage of 362, which reflects the size of the previous space (Suite 202) not the actual size of Suite 209.

Consistent with our current leases, the rental rate does not involve the City in covering the cost of property taxes.

### **Requested City Council Action**

Consider approval of a new lease agreement with Janna Salmela Photography for Suite 209 in Central School and the termination of the existing lease for Suite 202.

## LEASE AGREEMENT

This Lease Agreement, by and between the City of Grand Rapids, Minnesota hereinafter referred to as "Lessor" and Janna Salmela Photography, a sole proprietorship hereinafter referred to as "Lessee", entered into this **10th** day of **March, 2014**.

### **ARTICLE 1 - LEASED PREMISES**

1.1 In consideration of and subject to the mutual covenants, condition and obligations of this Lease Agreement to be kept and performed, the Lessor does hereby lease and demise to Lessee the premises identified in Exhibit "A" attached hereto, comprising approximately 860 square feet together with the right to use in common with other lessees of the Central School their invitees, customer and employees, the elevators, stairways, halls, toilets and sanitary facilities, and all other general common facilities contained in the Central School, as well as the sidewalks, delivery areas, and appurtenances thereto, to be used by Lessee for the purposes generally described in Exhibit "B" attached hereto, in the Central School, Grand Rapids, Minnesota.

This Lease Agreement will also include one parking pass for the Lessee's use in the Central School lot at no additional cost to the Lessee. The Lessee will be provided one parking pass that must be displayed conspicuously by the Lessee. The Lessee will be able to park in any location within the parking lot of Central School. There will not be a designated parking spot. If the lot is full, the Lessee will utilize off street parking. This pass only applies to the Central School lot. If the pass is lost, stolen or needs to be replaced for any reason, there will be a \$25 plus tax replacement fee.

### **ARTICLE 2 - TERM**

2.1 The Term of this Lease Agreement shall commence on **January 1, 2014** and shall continue through **December 31, 2015** unless earlier terminated in accordance with the provisions of this Lease Agreement.

### **ARTICLE 3 -RENT**

3.1 Lessee shall pay to Lessor as rent for the leased premises the sums hereinafter provided in this Article 3.

The term "operating costs for the Central School Building" as used in this Article 3 shall exclude all costs related to the exterior grounds except signs promoting tenants but shall otherwise include all those direct costs of operation and maintenance to be incurred by Lessor, including by way of illustration but not limitation, (1) all utility charges (sewer, water, electricity, heat, garbage collection, elevator service) except telephone and other communications equipment; (2) maintenance, insurance, repairs, parts and supplies, equipment and tools, and electrical maps, tubes, starters and ballasts; (3) the annual costs for a custodian and/or manager; and (4) promotion costs; and (5) a capital reserve equal to 5% of the total projected operation costs, excluding the capital reserve. The term "operating costs for the Central School Building" shall not include the original capital investment or associated debt service.

The term "rented square footage in the Central School Building" as used in the Article 3 shall exclude common areas, exterior grounds and space not rented.

3.2 Calendar year **2014** base rent shall be in the amount of **\$11.88** per square foot annually, payable in equal monthly installments beginning on the **1<sup>ST</sup>** day of **April, 2014** and continuing on the first day of each month thereafter through **December 31, 2015**. Additionally, tenant is solely responsible for paying any, and all, property taxes associated with the rental space. Because the Lessee is moving from their present space in Suite 202, at the convenience of the Lessor to facilitate the location of a new tenant in spaces 201, 202 & 203, the Lessee's annual rent will be based upon the square footage of Suite 202 for the term of this lease.

3.3 Lessee shall pay as additional rent a late charge in the amount of 1.5% of the monthly rental payment in the event that the monthly rental payment is received after the fifth day of the month due. This late charge shall be exclusive of any other remedy which Lessor may have for Lessee's failure to timely pay rent.

3.4 At the commencement of the term of this Lease Agreement, Lessee shall furnish to Lessor a surety bond, letter of credit or cash deposit in an amount equivalent to one month's rent, to assure compliance with the provisions of this Lease Agreement. If Lessee fails to comply with the provisions of this Lease Agreement, Lessor shall be entitled, without further notice to Lessee, to call upon said surety bond, letter of credit or cash deposit to satisfy Lessee's obligation hereunder. Lessor's right to call upon the surety bond, letter of credit or cash deposit

shall be exclusive of any other remedy which Lessor may have for Lessee's failure to comply with the provisions of this Lease Agreement. The surety bond or letter of credit furnished by Lessee shall be maintained in effect for the term of this Lease Agreement and during any period of holding over. If Lessee furnishes a cash deposit pursuant to this Paragraph, said cash deposit shall be held by Lessor for the term of this Lease Agreement unless earlier called upon by Lessor to satisfy Lessee's obligations hereunder. Said cash deposit shall be invested by Lessor and any interest earned shall be paid annually to Lessee.

3.5 Rental payments shall be made to the order of the City of Grand Rapids and mailed or delivered to: **City Finance Director, 420 N. Pokegama Avenue, Grand Rapids, MN 55744.**

3.6 Lessee shall timely pay when due any personal property or real property tax on the leasehold estate.

#### **ARTICLE 4 - IMPROVEMENTS**

4.1 In taking possession of the leased premises, Lessee acknowledges that same were on the date of occupancy in good, clean and tenable condition, subject only to the repairs or improvements which Lessor has agreed to make at Lessor's expense and which are set forth on Exhibit "C" attached hereto, if there are any.

4.2 Lessee agrees to make at its own expense all alterations and improvements to the leased premises except as otherwise indicated to be the obligation of Lessor under this Lease Agreement. All such improvements and alterations made by Lessee shall be undertaken only upon advance approval of Lessor, shall be made under the supervision, direction and control of Lessor's architect, shall be made in good and workmanlike manner according to the terms, conditions and requirements set by Lessor and its architect, and shall be in keeping with the historical character of the building. All alterations and improvements performed on the leased premises by Lessee shall be performed by competent contractors and subcontractors approved by Lessor, which approval shall not unreasonably be withheld. Lessee shall pay for all architectural, engineering and other services and all costs incurred by Lessor in connection with



Lessee's improvement or alteration of the leased premises, including the work, if any, of Lessor's engineer, architect and other agents connected therewith. Prior to undertaking any alterations or improvements to the leased premises, Lessee shall obtain and deliver to Lessor a valid waiver and release of mechanic's liens by each party who will furnish labor, materials or services to the lease premises.

4.3 At the expiration or termination of the term of this Lease Agreement, all improvements and alterations made to the leased premises by Lessee shall remain with the leased premises and shall be the property of Lessor. Lessee shall, at its expense, remove Lessee's goods and effects, including trade fixtures, machinery, and equipment, and quit and deliver up the leased premises to Lessor, peaceably and quietly in as good order and condition as same were in on the original date of occupancy, reasonable wear and tear excepted. Any property left in the leased premises at the expiration or termination of this term of this lease shall be deemed to have been abandoned and shall become the property of Lessor to be disposed of as Lessor deems expedient, with all costs of cleanup and disposal of goods abandoned at the leased premises to be paid by Lessee. Lessee shall not permit any mechanic's or materialmen's liens to stand against the leased premises or against the Central School and Lessor may require appropriate assurances by way of bond, deposit or other reasonable procedure to protect against such liens and may, should such liens arise out of Lessee's acts hereunder, pay and discharge same and such amounts shall become due and payable to Lessor from Lessee with interest at the rate of eight percent (8%), or such greater amount as shall then be permitted by law, per annum.

#### **ARTICLE 5 - MAINTENANCE, REPAIRS**

5.1 Lessee shall at all times be responsible for maintaining at its own expense the leased premises in a clean, orderly and safety condition, except as hereinafter provided. Lessee shall be responsible, at its own expense, to clean and maintain all trade fixtures, machinery and equipment furnished by Lessee within the leased premises. Lessee shall be responsible to deposit normal office waste and rubbish at a location at the Central School as designated by Lessor.

5.2 Lessee shall be responsible to perform all repairs the need for which is caused by Lessee's use of the premises except that Lessor shall be responsible to perform major repairs of a structural nature. Lessor shall be responsible to arrange for removal of waste and rubbish from the location designated as the deposit location for lessees. All costs incurred by Lessor pursuant to the obligations of this Paragraph shall be included within "operating costs".

5.3 Lessor shall provide custodian services for the common areas of Central School. Costs incurred by Lessor in providing such custodian services shall be included within "operating costs".

#### **ARTICLE 6 - UTILITIES**

6.1 Lessor shall furnish such heat, water, sewer, electricity, elevator services, central air conditioning and garbage removal in and about the leased premises as shall be necessary, in Lessor's judgment, for comfortable occupancy of the leased premises, under normal business conditions. Lessor's obligation to provide electricity to the leased premises shall include only electricity for standard building lighting and office use. Any electricity supplied to the leased premises for extraordinary purposes, such as kitchen equipment, refrigeration equipment and air conditioning units, shall be paid by the Lessee upon Lessor's billing of same.

It is understood and agreed that Lessee shall be responsible to pay to Lessor, as additional rent, the cost of separately-metered-electricity supplied to the leased premises. Lessee shall also be responsible for the construction of insulation of a separate electrical meter when required.

6.2 Lessee shall conserve heat, water and electricity and shall not neglect or misuse water, fixtures, electrical lights, or other equipment or facilities furnished in conjunction with Lessor's provisions of utilities pursuant to this Article.

6.3 In the event energy use restrictions are established by Federal or State authorities or that an energy supply emergency is declared by Federal or State authorities, Lessor may reduce the quantity or quality of any utilities or other services to be provided under this Article as may be necessary to comply with directives and regulations promulgated by said authorities.

6.4 Lessor shall be responsible to provide light, heat and other utility services to the common areas of the Central School as, in Lessor's discretion, is appropriate. The cost of providing such heat, lighting and other utilities shall be included within "operating costs".

#### **ARTICLE 7 - BUILDING USE, REGULATIONS, SECURITY**

7.1 Lessee shall use the leased premises only for the purpose of purposes generally described in Exhibit "B". Lessee shall keep the leased premises in a clean, orderly and safe condition and shall not permit any hazardous or dangerous activity thereon or any activity which will increase insurance risks or premiums on the leased premises. Lessee shall at all times comply with all statutes, ordinances, codes, and regulations of any governmental authority concerning the use and maintenance of the leased premises and the Central School. Lessee shall not overload the floors in the leased premises.

7.2 Lessee shall use the leased premises and the common areas of the Central School in accordance with such reasonable rules and regulations as may from time to time be promulgated by Lessor or the Central School Commission for the general safety, comfort and convenience of Lessor and Lessees of the Central School and their invitees and Lessee shall cause its clients, employees and invitees to abide by such rules and regulations. The Lessor will allow the Lessee to utilize up to 12 square feet of floor space in the common areas adjacent to the Lessee's business for display purposes only. Storage of equipment, recycling, or anything deemed not to be display items, is prohibited. The items placed in this space must not be affixed permanently to the floor or wall in any way. The usage of a table, shelf, or rack is acceptable. The Lessee will adhere to all fire and building access codes.

If the Lessee wishes to use more than 12 square feet of floor space, a written letter to the Lessor with the Lessee's intent is required. The Lessee cannot proceed with their plans until the Lessor has granted the request in writing.

The Lessee is required to supply the Lessor with documentation from the Lessee's insurance company that the Lessee's property is covered while in the common areas of Central School.

7.3 Lessee shall keep the leased premises open to the public during such days and hours of operation of the Central School as may from time to time be determined by Lessor.

7.4 Lessee shall be responsible for securing the leased premises by locking doors and windows providing direct access to the leased premises. Lessor covenants that other Lessees within the Central School will have similar responsibilities to those required of Lessee under this Paragraph.

7.5 Lessee shall pay to Lessor on demand for any damage done to the Central School or the leased premises, including broke glass, caused by Lessee, Lessee's agents or employees, or Lessee's invitees.

7.6 Lessee shall not conduct or permit to be conducted on the leased premises any business or permit any act which is contrary to or in violation of the laws, ordinances or regulations of any governmental unit, federal, state or local.

#### **ARTICLE 8 - COMMON AREAS, EXTERNAL GROUNDS**

8.1 Lessee's use of the common areas and external grounds of Central School shall be in compliance with rules and regulations which may be promulgated from time by Lessor.

8.2 Lessee shall place nothing in the common areas of the Central School, including displays, advertising, merchandise, or other items of any sort whatsoever, without the advance written approval of the Central School Commission.

8.3 Lessee shall place no signs which will be visible outside the leased premises, including no signs which may be visible through a window and no signs which may be visible within the common areas of the Central School or from the external grounds of the Central School or beyond, without the advance written approval of Lessor. Lessor shall provide signs, of a number, style and quality as deemed appropriate in Lessor's exclusive judgment, to be placed on the external grounds of the Central School, which signs will identify the lessees within Central School. Cost incurred by Lessor in providing said signs shall be included within "operating costs". Signs within the interior common areas of Central School shall be approved in

advance by Lessor and, if provided by Lessor, the expense thereof shall be included within "operating costs".

## **ARTICLE 9 - INSURANCE**

9.1 Lessor shall maintain general liability, fire and extended coverage insurance on the Central School, including common areas and exterior grounds, and Lessor's fixtures and equipment and Lessor shall cause Lessee to be named as an additional insured. Lessee shall insure its own personal property on the premises as it sees fit. All personal property placed upon or in the leased premises or common areas or external grounds shall be at the risk of Lessee or the owner of the personal property and Lessor shall not be liable to Lessee or any other party for any damage or destruction of said personal property arising from any cause whatsoever. Lessee shall maintain at its own cost and expenses general liability insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agrees that to protect themselves as well as the City of Grand Rapids under the indemnity Contract set forth above, the Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. Cpt. 466.04, subd. 1 as may be modified from time to time by the State Legislature and Lessee shall name Lessor as an additional insured on said policy. Throughout the term of this Lease Agreement, Lessee shall provide Lessor with evidence that Lessee has obtained the insurance required by this Article and that Lessor is an additional insured under said policies of insurance. All costs incurred by Lessor in maintaining insurance coverage pursuant to this Article shall be included within "operating costs".

9.2 Notwithstanding anything in this Lease Agreement to the contrary, Lessor shall not be liable to Lessee and Lessee shall not be liable to Lessor for any damage to or destruction of the Central School Building by fire or other perils or for any claim or cause of action arising out of any death, injury or damage to property in, on or about the leased premises or the common areas or exterior grounds of Central School. Lessor and Lessee shall furnish to each other appropriate written consents from their respective insurers to this waiver of liability provision.

## **ARTICLE 10 - LESSOR ACCESS**

10.1 Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspection, cleaning, repairing, altering or improving the premises, or to exhibit the premises to prospective tenants. Lessor's reserved rights hereunder shall include, without limitation, free, unhampered and unobstructed access to the airways, equipment ducts, stairways, access panels and all utilities and services to the Central School. There shall be no diminution of rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury to business caused by Lessor's reasonable exercise of rights reserved by Lessor in this Article.

## **ARTICLE 11 - FIRE OR OTHER CASUALTY: CONDEMNATION**

11.1 If during the term of this Lease the leased premises shall be damaged or destroyed by fire or other casualties so that the premises shall thereby be rendered unfit for use or occupation, Lessor shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until such premises have been duly repaired and restored the rent herein reserved, or a just and proportionate part thereof according to the nature and extent of the injury which has been sustained shall be abated, or (b) Lessor may terminate this lease and end the term hereof, and in case of such termination and cancellation the rent shall be paid to the date of such fire or other casualty and all other further obligations on the part of either party hereto shall cease. Lessor is required to notify Lessee of whether it will repair or terminate within thirty (30) days of the date of such damage or destruction. Provided, however, that in the event the premises are not so restored within one hundred eighty (180) days after the occurrence, Lessee may, at its option, terminate this lease.

11.2 Lessee shall be entitled in any full or partial taking by eminent domain to take that portion of the net award representing payment for Lessee's leasehold interest, trade fixtures, moving expenses or business interruption. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Lessee agrees that this Lease shall control rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived. If any

taking shall result in Lessee being deprived of space in excess of 5 percent of the space then leased to Lessee, Lessee shall have the right on thirty (30) days advance written notice, to terminate the obligations hereunder effective as of such taking. If Lessee continues occupancy following a partial taking, rent will be adjusted of a pro-rata basis for the remainder of the lease term.

**ARTICLE 12 - QUIET POSSESSION**

12.1 Lessor hereby warrants and covenants that it has full authority to execute this Lease Agreement and further agrees that Lessee, upon paying rent and performing the covenants and conditions of this Lease Agreement, shall quietly have, hold and enjoy the leased premises during the term hereof.

**ARTICLE 13 - NOTICE**

13.1 Any notice, demand, request or other communication which may or shall be given or served by Lessor or Lessee pursuant to this Lease Agreement shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To Lessee:	Janna Salmela Janna Salmela Photography 10 NW 5 <sup>th</sup> St., Suite 209 Grand Rapids, MN 55744
To: Lessor	City Administrator City Hall 420 N. Pokegama Avenue Grand Rapids, MN 55744

**ARTICLE 14 - ASSIGNMENT, SUBLETTING**

14.1 Lessee agrees that neither the leased premises nor any part thereof shall be sublet nor shall this Lease Agreement be assigned by Lessee without prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor does give consent, such consent shall not release Lessee from its obligation hereunder, unless a release is specifically given by Lessor.

## **ARTICLE 15 - NO PARTNERSHIP**

15.1 Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

## **ARTICLE 16 - DEFAULT BY LESSEE**

16.1 Lessor and Lessee agree that this Lease Agreement is made upon the condition that if the Lessee shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this Lease Agreement which are to be kept, observed or performed by Lessee, so as to be in default, or if the leasehold interest of Lessee shall be taken by execution or other legal process of law, or if Lessee shall petition to be or be declared to be bankrupt or insolvent according to law, or if Lessee shall vacate said premises or abandon the same for a period of 45 days during the term of this Lease Agreement, then and in any of said cases the Lessor may, at its option, immediately or at any time thereafter without further notice or demand, enter into and upon the leased premises, or any part thereof, in the name of the whole, and take absolute possession of the same without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by Lessee for the full term of this Lease Agreement, and may, at Lessor's election, lease or sublet the leased premises, or any part thereof, on such terms and conditions and for such rents and for such time as the Lessor may elect, and after crediting the rent actually collected by Lessor from such reletting, collect the balance of rent owed pursuant to this Lease Agreement from Lessee, charging Lessee such reasonable expenses as the Lessor may expand in putting the premises in tenable condition and collecting said rentals from Lessee, including reasonable attorney's fees.

Alternatively, Lessor may at its election and upon written notice to Lessee declare this Lease Agreement forfeited and void under the condition set forth above, and Lessor may re-enter and take full and absolute possession of said premises as the owner thereof, free from any right or claim of Lessee or any person or persons claiming through or under Lessee, and such election and re-entry shall be and constitute an absolute bar to any right to enter by Lessee. The commencement by Lessor of any action to recover possession of the leased premises or any part



thereof shall not be deemed an election by Lessor to treat this Lease Agreement as void and terminated, without the written notice above specified.

In the event of termination or re-entry by Lessor for default by Lessee, Lessor shall make every reasonable effort to re-rent, lease or sublet the premises. Lessor, at its option, may make such alterations, repairs, replacements and/or decorations to the leased premises as Lessor, in its sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate to be construed to release Lessee for liability hereunder as aforesaid.

**ARTICLE 17 - DEFAULT BY LESSOR, LESSEE**

17.1 Lessor shall not be deemed to be in default under this Lease Agreement until Lessee shall have given Lessor written notice specifying the nature of the default and Lessor shall have not cured such default within ten (10) days after receipt of such notice, or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

17.2 Except with respect to the payment of rent, for which no notice of default shall be necessary, Lessee shall not be deemed to be in default under this Lease Agreement until Lessor shall have given Lessee written notice specifying the nature of default and Lessee shall have not cured such default within ten (10) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

**ARTICLE 18 - WAIVER, MODIFICATION, ENTIRE AGREEMENT**

18.1 No waiver of any condition, covenant, right of option of this Lease Agreement by the Lessor shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement.

18.2 No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties hereto in the same manner as the execution of this Lease Agreement. The City Council shall consider

the recommendation of the Central School Commission in determining whether to approve any amendment or modification of this Lease Agreement.

18.3 Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the Central School except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Lessee except as herein expressly set forth.

**ARTICLE 19 - WINDOW TREATMENT**

19.1 Lessee, at its expense, may install shades, drapes or window coverings and, if installed, Lessee shall maintain said window coverings in an attractive and safe condition, provided however, in the sole judgment of Lessor said window coverings are in harmony with the exterior and interior appearance of Central School and will create no safety or fire hazard.

**ARTICLE 20 - PARKING**

20.1 Lessor has established public parking facilities on the grounds of Central School. Lessee warrants that it will enforce regulations providing that its employees will not park their private vehicles in said public parking area during time when said employees are working at the leased premises (except on a short-term basis for emergencies or for deliveries).

**DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap, or disability, familial status or recipients of public assistance; and shall comply with all nondiscrimination requirements of Federal, State and local law.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the date first written above.

LESSOR:

LESSEE:

Salmela Photography

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
City Clerk

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

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

Its \_\_\_\_\_

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

## Exhibit A – Location in the Building

Salmela Photography is located on the Second Floor in the Northwest Corner Room (Suite 209) consisting of a total of 860 sq. ft.

## Exhibit B – Use of Space

Salmela Photography is a professional photography studio.

## Exhibit C – Improvements

Labor and material cost to paint the walls

Labor costs to install window treatments

Labor costs to install lighting fixtures

Labor costs for disassembling current space and moving to new space.

Labor and material cost for door signage.

Labor cost for interior design

(The total cost of which is limited to \$1,700.00)



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0277      **Version:** 1      **Name:** Amended TIF Note - Block 37  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider approval of a resolution approving an amendment to certain terms of the City Tax Increment Revenue Note, Series 2008A  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [City reso approving amended TIF note Block 37 - 440577v1.pdf](#)  
[Amended and Restated Block 37 Note - 440572v1.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a resolution approving an amendment to certain terms of the City Tax Increment Revenue Note, Series 2008A

### **Background Information:**

The City of Grand Rapids and the Grand Rapids EDA established TIF District 1-7 and entered into a purchase and development contract with Rennix Corporation in July 2007 to encourage the redevelopment of Block 37 (block south of Central School). Pursuant to our agreement, the City of Grand Rapids issued a TIF Revenue Note to the developer on June 24, 2008, which the developer collaterally assigned to Grand Rapids State Bank in August of 2008. The developer and bank have requested that the City agree to lower the interest rate on the Note from 7.25% to 5.0% in order to increase the likelihood of amortization of the Note in full over the term of the TIF District. The amended note being considered with this action, as is the original note, remains as a limited obligation of the City, payable solely from available tax increment derived from the improvements in the TIF District. In other words, because this is a pay-as-you-go TIF note, the adjustment of the interest rate on the Note presents no financial risk to the City.

### **Requested City Council Action**

Consider approval of a resolution approving an amendment to certain terms of the City Tax Increment Revenue Note, Series 2008A

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AN AMENDMENT TO  
CERTAIN TERMS OF THE CITY'S TAX INCREMENT  
REVENUE NOTE, SERIES 2008A**

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

Section 1. Recitals.

1.01. The City has properly established its Development District No. 1 (the "Project") pursuant to Minnesota Statutes, Sections 469.124 to 469.134 in an effort to encourage the development of certain designated areas within the City, and previously established its Tax Increment Financing District No. 1-7 (Block 37) (the "TIF District") within the Project to facilitate the redevelopment of substandard buildings and the development of new commercial and office space in Block 37 of the City (the "Minimum Improvements").

1.02. The City entered into a Purchase and Redevelopment Agreement between the City, the Grand Rapids Economic Development Authority ("Authority"), and Rennix Corporation, dated July 30, 2007, as amended by a First Amendment thereto dated October 14, 2008 (as amended, the "Agreement"), setting forth the parties' respective responsibilities in developing the Minimum Improvements. Rennix Corporation assigned its rights and obligations under the Contract to Block 37 Incorporated (the "Redeveloper") on June 19, 2008.

1.03. Pursuant to the Agreement, the City issued its Tax Increment Revenue Note, Series 2008A (the "Note") to the Redeveloper on June 24, 2008, and the Redeveloper collaterally assigned the Note to Grand Rapids State Bank (the "Bank") on August 5, 2008.

1.04. The Redeveloper and Bank have requested that the City agree to lower the interest rate on the Note from 7.25% to 5.0%, in order to increase the likelihood of amortization of the Note in full over the term of the TIF District.

1.05. The Note remains a limited obligation of the City, payable solely from Available Tax Increment derived from the Minimum Improvements in the TIF District, pursuant to the terms of the Agreement.

Section 2. Amended and Restated Note Approved.

2.01. The reduction of the interest rate of the Note from 7.25% to 5.0%, as presented to the Council, is hereby approved.

2.02. City staff and officials are authorized to take all actions necessary to fulfill such reduction, including without limitation execution and delivery of an Amended and Restated Tax Increment Revenue Note, Series 2008A, and any other documents necessary for this purpose.

Approved this 10<sup>th</sup> day of March, 2014 by the City Council of the City of Grand Rapids,  
Minnesota.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



UNITED STATE OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF ITASCA

No. R-1

\$389,300

CITY OF GRAND RAPIDS  
AMENDED AND RESTATED  
TAX INCREMENT REVENUE NOTE  
SERIES 2008A

<u>Initial Interest Rate</u>	<u>Amended Interest Rate</u>	<u>Date of Original Issue</u>	<u>Date of Amendment</u>
7.25%	5.0%	June 24, 2008	March __, 2014

The City of Grand Rapids (the "City") for value received, certifies that it is indebted and hereby promises to pay to Block 37 Incorporated or registered assigns (the "Owner"), the principal sum of \$389,300 and to pay interest thereon at the rate of five percent (5.0%) per annum, but solely as and to the extent set forth herein. This Note replaces and supercedes the Note issued on June 24, 2008 in all respects.

1. Payments. Principal and interest (the "Payments") shall be paid on August 1, 2009 and each February 1 and August 1 thereafter to and including February 1, 2035 (the "Payment Dates") in the amounts and from the sources set forth in Section 3 herein. Payments shall be applied first to accrued interest, and then to unpaid principal.

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

2. Interest. Initial Interest at the rate stated herein shall accrue on the unpaid principal, commencing on the date of original issue and continuing up to the date of Amendment. Amended Interest at the rate stated herein shall accrue on the unpaid principal, commencing on the date of amendment. Interest shall be computed on the basis of a year of 360 days and charged for actual days principal is unpaid.

3. Available Tax Increment. Payments on this Note are payable solely from Available Tax Increment. As defined in the Purchase and Redevelopment Contract between the City, the Grand Rapids Economic Development Authority and Rennix Corporation, dated as of July 30, 2007, assigned to the Owner pursuant to the Assignment of Purchase and Redevelopment Contract between Rennix Corporation and the Owner, dated as of June 19, 2008 and amended by a First Amendment thereto dated October 14, 2008 (together, the "Agreement"), the term "Available Tax Increment" means, on each Payment Date, 90% of the Net Tax Increment (as

defined in the Agreement and hereinafter referred to as “Net Tax Increment”) derived from the Redevelopment Property and received by the City in the six months preceding the Payment Date.

The City shall have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Available Tax Increment and the failure of the City to pay any scheduled Payments on any Payment Date shall not constitute a default hereunder as long as the City pays principal and interest hereon to the extent of Available Tax Increment. If on any Payment Date the Available Tax Increment is insufficient to make the Payment due on that date, the deficiency will be deferred and paid, with interest thereon, to the extent possible on any subsequent Payment Date on which the City has Available Tax Increment in excess of the Payment due on such date. The City shall have no obligation to pay unpaid balance of principal or accrued interest that may remain after the Maturity Date (as defined in the Agreement).

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

4. Default. Upon an Event of Default by the Redeveloper under the Agreement, the City may exercise the remedies with respect to this Note described in Section 9.2 of the Agreement, the terms of which are incorporated herein by reference.

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

6. Nature of Obligation. This Note is one of an issue in the total principal amount of \$389,300, issued to aid in financing certain public redevelopment costs and administrative costs of a Project undertaken by the City pursuant to Minnesota Statutes, Sections 469.124 through 469.134, and is issued pursuant to authorizing resolutions (the “Resolutions”) duly adopted by the City on July 30, 2007 and March 10, 2014, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.179, as amended. This Note is a limited obligation of the City which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

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

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

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

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

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

**CITY OF GRAND RAPIDS, MINNESOTA**

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Mayor

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City Administrator

**REGISTRATION PROVISIONS**

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

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of City Finance Director</u>
_____, 2014	Block 37 Incorporated Federal Tax ID No. 26- 2372456	_____

11a.



# CITY OF GRAND RAPIDS

## Text File

File Number: 14-0304

**Agenda Date:** 3/10/2014

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Agenda Item

Approve temporary liquor license for Itasca Curling Club, event date March 21 - 23, 2014 contingent upon receipt of fee.

**Background Information:**

The Itasca Curling Club has schedule an annual spiel for March 21 through 23, 2014 and have submitted application for a temporary liquor license.

**Staff Recommendation:**

Approve temporary license.

**Requested City Council Action**

Approve temporary liquor license for Itasca Curling Club, event date March 21 - 23, 2014 contingent upon receipt of fee.



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0236      **Version:** 1      **Name:** 2013 Department Head Report- Police  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 2/19/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Police Department ~ Jim Denny  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2013 Department Head Report Draft 2.pdf](#)

Date	Ver.	Action By	Action	Result
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Police Department ~ Jim Denny

# Grand Rapids Police Department 2013 Annual Report



*Help Us Help You*



GRAND RAPIDS  
IT'S IN MINN. SOLAS NATURE

March 11, 2013

Dear Mayor Adams, City Council members, City Administrator and Citizens of Grand Rapids,

On behalf of all the members of the Grand Rapids Police Department I am pleased to present the 2013 Annual Report. This Report is a summary of the police department activity during 2013 and an overview of police department operations. The Report also contains information on crime reported to the police department for the same year.

The men and women of the Grand Rapids Police Department responded to a total of 13,972 calls for the year of 2013 compared to 14,788 in 2012, which represents an approximate 5.5% decrease in calls for service. These numbers reflect calls in which officers were dispatched to crimes or were dispatched to provide service and it also includes self-initiated activity.

Your police department is an outstanding example of the best in law enforcement. Our philosophy of hard work, honesty, and treating people fairly continues to guide us in how we interact with the public. We promote a community-oriented and problem solving philosophy, and continue to provide services that form partnerships within the community

There is no doubt that one important key to the success of our department in keeping the community safe is the continued support we receive from you, Mayor Dale Adams, City Council Members Joe Chandler, Ed Zabinski, Dale Christy, Barb Sanderson, City Administrator Tom Pagel, and the entire community. I would additionally like to acknowledge all member of the Grand Rapids Police Department for the hard work, dedication, and commitment to combating crime and preserving the good quality of life that all can appreciate here in Grand Rapids.

Sincerely,

Jim Denny  
Chief of Police





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# Grand Rapids Police Department Mission Statement

*“In partnership with our community, the mission of Grand Rapids Police Department is to be the model of excellence in policing by enforcing laws while safeguarding the constitutional rights of all people, reduce the fear of crime, and provide a quality service to all of our residents and visitors. We commit ourselves to the values of integrity, impartiality and professionalism.”*



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## Police Department Primary Services

*Under the leadership of the Chief of Police, Grand Rapids Police Officers are responsible for the delivery of a full range of police services to achieve the effective protection of lives and property in our community. Those services include crime prevention, criminal apprehension, enforcing laws and ordinances, providing emergency life-saving response, and maintaining effective community relations.*



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# Police Department Civil Service Commission

The Grand Rapids Police Department operates under the guidance of the Police Civil Service Commission.

The Police Civil Service Commission is a statutory supported commission whose basis of authority is authorized by Chapter 419 of the Minnesota State Statutes. The commission has absolute control and supervision over the employment, promotion, discharge, and suspension of all officers and employees of the Grand Rapids Police Department. The commission shall, from time to time, update rules to promote efficiency in the Police Department service to carry out the purposes of the Civil Service Commission as addressed in Chapter 419.

The commission has sole authority during the employment process to make recommendations to the City Council, but does not hire personnel, nor does it establish wages.



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# Values Statement

## **Protecting Life and Property**

*We believe that our fundamental purpose is to protect and preserve the lives and property of those who live, work and visit in our community.*

## **Ethics and Integrity**

*We believe that ethics and integrity are the foundation blocks of public trust and confidence, and that all meaningful relationships are built on these values.*

## **Excellence and Quality in the Delivery of Services**

*We believe that service to the public is our reason for being, and strive to deliver quality services in a highly professional and responsible manner.*

## **Respect for the Individual**

*We believe that every individual deserves respect and dignity and are ever aware of this value in our dealings with each other and the public we serve.*

## **Open and Honest Communication**

*We believe that open and honest communication is essential for an informed citizenry and to foster a positive and supportive working environment for employees.*

## **Cooperation and Teamwork**

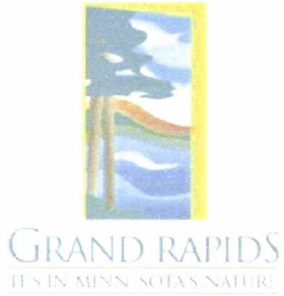
*We believe that the public is best served when employees work cooperatively as a team.*

## **Professionalism**

*We believe that continuous improvement is the mark of professionalism and are committed to applying this principle to the services we provide and to the development of our employees.*

## **Positive Relations with the Community**

*We recognize our interdependent relationship with the community we serve and are continually sensitive to changing community needs.*



# Organization Chart

Chief Jim Denny



Assistant Chief Steve Schaar



Sgt. Jeff Carlson

Sgt. Heath Smith

Sgt. Brent Bradley

Sgt. Bill Giese

Sgt. Bob Stein



Officer Gary O'Brien

Officer Michelle Norris

Officer Tim Dirkes

Officer Kevin Ott

Inv. Andy Morgan

Inv. Brian Mattson

SRO. Ashley Moran

SRO. Bill Saw



Officer Cory Rondeau

Officer Jeremy Nelson

Officer Matt O'Rourke

Officer Troy Scott

CAO. Jackie Heinrich

Records Melissa Skogland

Records Mary Corwin



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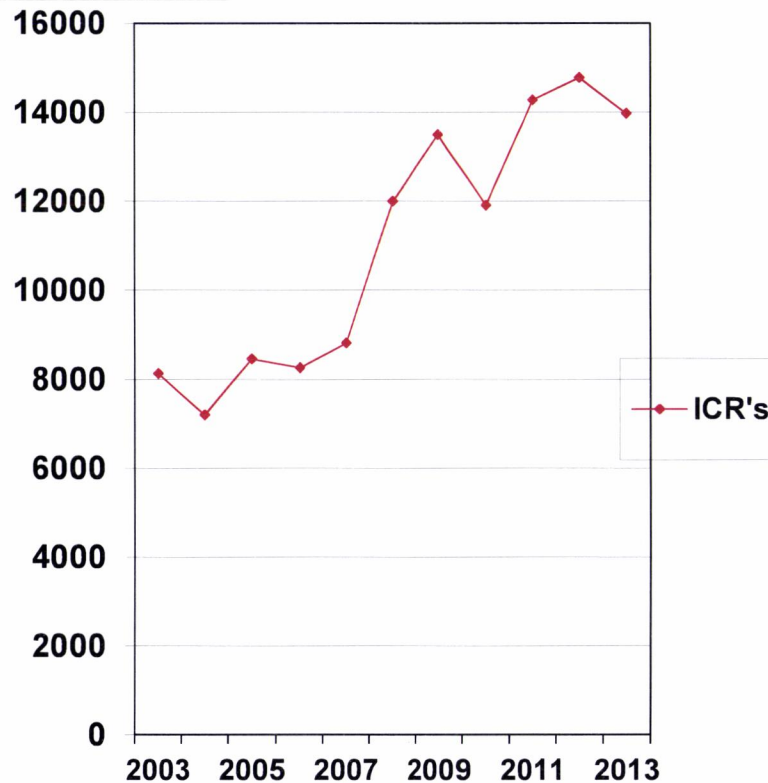
# Police Reserves

- Volunteer organization comprised of 15 volunteer members. This organization is supervised by Sergeant Brent Bradley. In 2013 this organization volunteered approximately **898 hours** assisting the police department with various community events.
- Police Reserve members
  - Juan Lazo 20 years of service
  - Jeffrey Roerick 05 years of service
  - Jeff Lyman 04 years of service
  - Rob Larson 05 years of service
  - Malissa Bahar 04 years of service
  - Cindy Schiller 03 years of service
  - Trisha Peterson 03 years of service
  - Rebecca Rima-Carlson 01 years of service
  - Chris Rima-Carlson 03 years of service
  - Zachary Wilson 01 years of service
  - Kate Ophoven 01 years of service
  - John Ophoven 01 years of service
  - Ryan Danielson 01 years of service
  - **2 Current Vacant Positions**



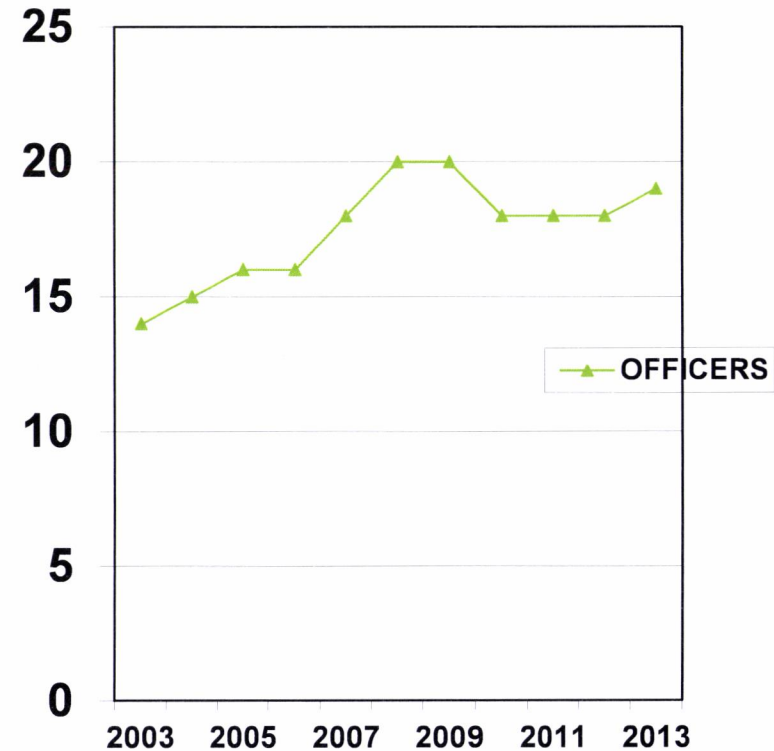
GRAND RAPIDS  
IT'S IN MIND. SO IT'S NATURE.

# Decade Comparison



The Police Department has seen a 87% increase of complaints over the last 10 years.

2003 – 7,459 Complaints  
2013 – 13,972 Complaints



The Police Department has seen a 35.71% increase in patrol officers over the last 10 years.

2003 – 14 Officers  
2013 – 19 Officers

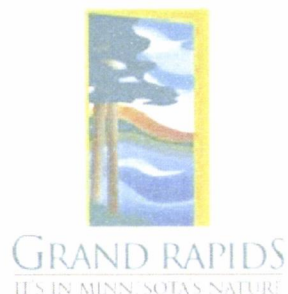


GRAND RAPIDS  
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# Calls for Service Comparison

	Population	Calls for Service	Number of sworn officers	Calls per officer per year	Calls per day
<b>Grand Rapids</b>	<b>11,000</b>	<b>13,972</b>	<b>19</b>	<b>735</b>	<b>38</b>
<b>Alexandria</b>	<b>12,415</b>	<b>14,288</b>	<b>20</b>	<b>714</b>	<b>39</b>
<b>Bemidji</b>	<b>13,749</b>	<b>24,875</b>	<b>29</b>	<b>857</b>	<b>68</b>
<b>Crookston</b>	<b>8,192</b>	<b>4,497</b>	<b>15</b>	<b>300</b>	<b>12</b>
<b>Fairmont</b>	<b>10,104</b>	<b>10,546</b>	<b>16</b>	<b>659</b>	<b>29</b>
<b>Hibbing</b>	<b>16,237</b>	<b>15,800</b>	<b>27</b>	<b>477</b>	<b>41</b>
<b>Thief River Falls</b>	<b>8,498</b>	<b>8,336</b>	<b>13</b>	<b>641</b>	<b>23</b>
<b>Little Falls</b>	<b>8,067</b>	<b>7,067</b>	<b>13</b>	<b>543</b>	<b>19</b>
<b>Mound</b>	<b>9,052</b>	<b>6,660</b>	<b>17</b>	<b>391</b>	<b>18</b>
<b>Cloquet</b>	<b>12,124</b>	<b>7,880</b>	<b>19</b>	<b>415</b>	<b>22</b>
<b>St. Peter</b>	<b>10,946</b>	<b>8,508</b>	<b>14</b>	<b>607</b>	<b>23</b>
<b>Average</b>	<b>10,944</b>	<b>11,647</b>	<b>18</b>	<b>576</b>	<b>30</b>





# Department Activity from February 10<sup>th</sup> – 16<sup>th</sup> 2013

• Traffic Calls	114	• Warrants	05
• DWI's	03	• POR Checks	03
• Snowmobile	02	• Fire Calls	02
• Accident Calls	08	• Sex Assault	03
• Public Assists	40	• Medicals	08
• Child Neglect	04	• Domestics	08
• Harassment	03	• Fraud / Theft	05
• Juvenile / child	04	• Property Damage	09
• Probation Violation	04	• Minor Consume	01
• Alarms	05	• Mental Health Issues	15
• Intoxicated Adult	08	• Animal	03
• Disorderly Conduct	02	• Trespass	01
• Terroristic Threats	02	• 10-72	04
• Assaults	03	• Spot Checks	04

**Total calls for service for date range for the department was 261**



GRAND RAPIDS  
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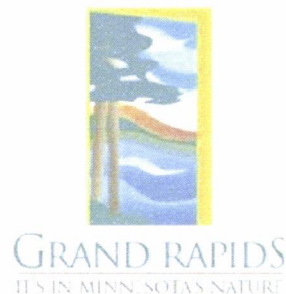
# Officer Activity from February 10<sup>th</sup>-16<sup>th</sup> 2013

- **Sgt Heath Smith (3 Work Days)**

- Traffic Stops 05
- Accidents 02
- Mental Health Issues 03
- Domestic Argument 00
- Child Custody 00
- Medical 01
- Prowler 01
- Public Assist 05
- DARE 02
- Warrant Arrest 00
- Terroristic Threat 00
- Property Damage 01
- Thefts 01
- 911 Hang Up 01
- **Total calls for service 22**

- **Officer Troy Scott (4 Work Days)**

- OFP Violation 01
- Traffic Stops 17
- Accidents 02
- Public Assist 04
- Natural Deaths 01
- Fire Calls 01
- Alarm Calls 01
- Civil Complaints 03
- Suspicious Persons 02
- Offender Checks 02
- Damage to Property 01
- Thefts 01
- **Total calls for service 36**



# Department Activity from August 12<sup>th</sup> – 18<sup>th</sup> 2013

• Traffic Calls	120	• Blight	02
• DWI's	07	• Warrants	01
• Accidents	10	• Juvenile Runaway	03
• Public Assists	32	• Fire Calls	03
• Drugs	04	• Sex Assault	01
• Harassment	07	• Medicals	10
• Juvenile/Child	03	• Domestics	04
• Alarms	05	• Fraud / Theft	18
• Intoxicated People	05	• Property Damage	19
• Disorderly Conduct	06	• Mental Health Issues	10
• Search Warrant	03	• Animal	15
• Assaults	03	• Suspicious activity	12
• Burglary	03	• Natural Deaths	01
• Child Endangerment	01	• Trespass	03
• Civil Complaint	03	• Assist Other Agency	10
		• Offender Checks	05

Total calls for service for the date range for the department was 329



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# Officer Activity from August 12<sup>th</sup> – 18<sup>th</sup> 2013

## • Sgt Heath Smith (4 Work Days)

- Traffic Stops 14
- Animal Complaint 01
- Runaway 01
- Medical 01
- Order For Protection 02
- Assist Itasca County 02
- Reported Drunk Driver 01
- Public Assist 02
- Suspicious Persons 02
- Harassment 01
- **Total calls for service 27**

## • Officer Troy Scott (5 Work Days)

- Traffic Stops 14
- Tamper with Motor Vehicle 01
- Medical 01
- Runaway 01
- Alarms 02
- Mental Health Issues 01
- Civil Complaints 01
- Suspicious Persons 02
- Lock Out 02
- 911 Hang Up 01
- Assist Other Agency 02
- Juvenile Disturbance 01
- Burglary 01
- Disorderly Conduct 01
- **Total calls for service 31**



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# Response Type Data

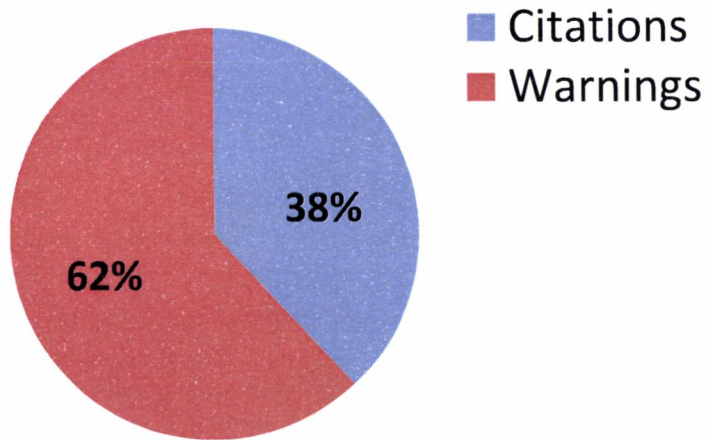
Type of Call	2011	2012	2013
Murder / Attempted	0	2	1
Sexual Assaults	66	52	59
Robbery	0	0	0
Assaults	339	397	546
Burglary	31	38	54
Auto Theft	17	20	21
Forgery/Counterfeiting	25	14	6
Thefts	558	521	572
Vandalism	246	194	137
Narcotics	249	158	251
DWI	171	199	135
Disorderly Conduct	265	248	203
<b>Total</b>	<b>1,967</b>	<b>1,843</b>	<b>1,985</b>



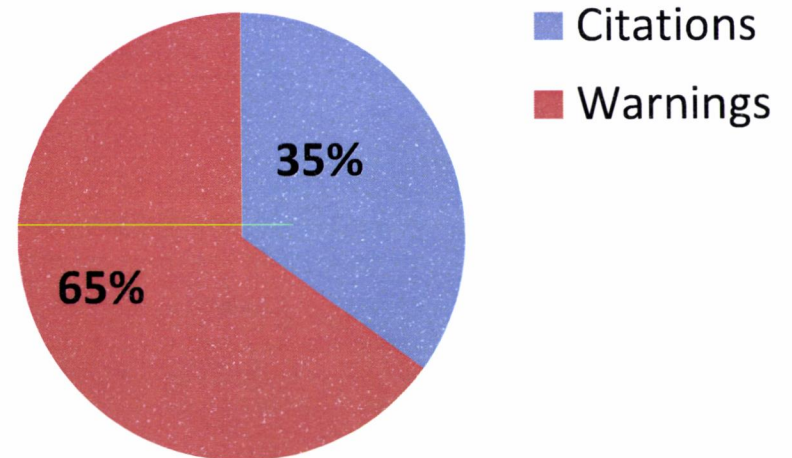
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# Traffic Enforcement

Type of Call	2011	2012	2013
Total Traffic Stop	7012	7234	6035
Traffic Citations	2588	2764	2113
Traffic Warnings	4424	4470	3922



2012

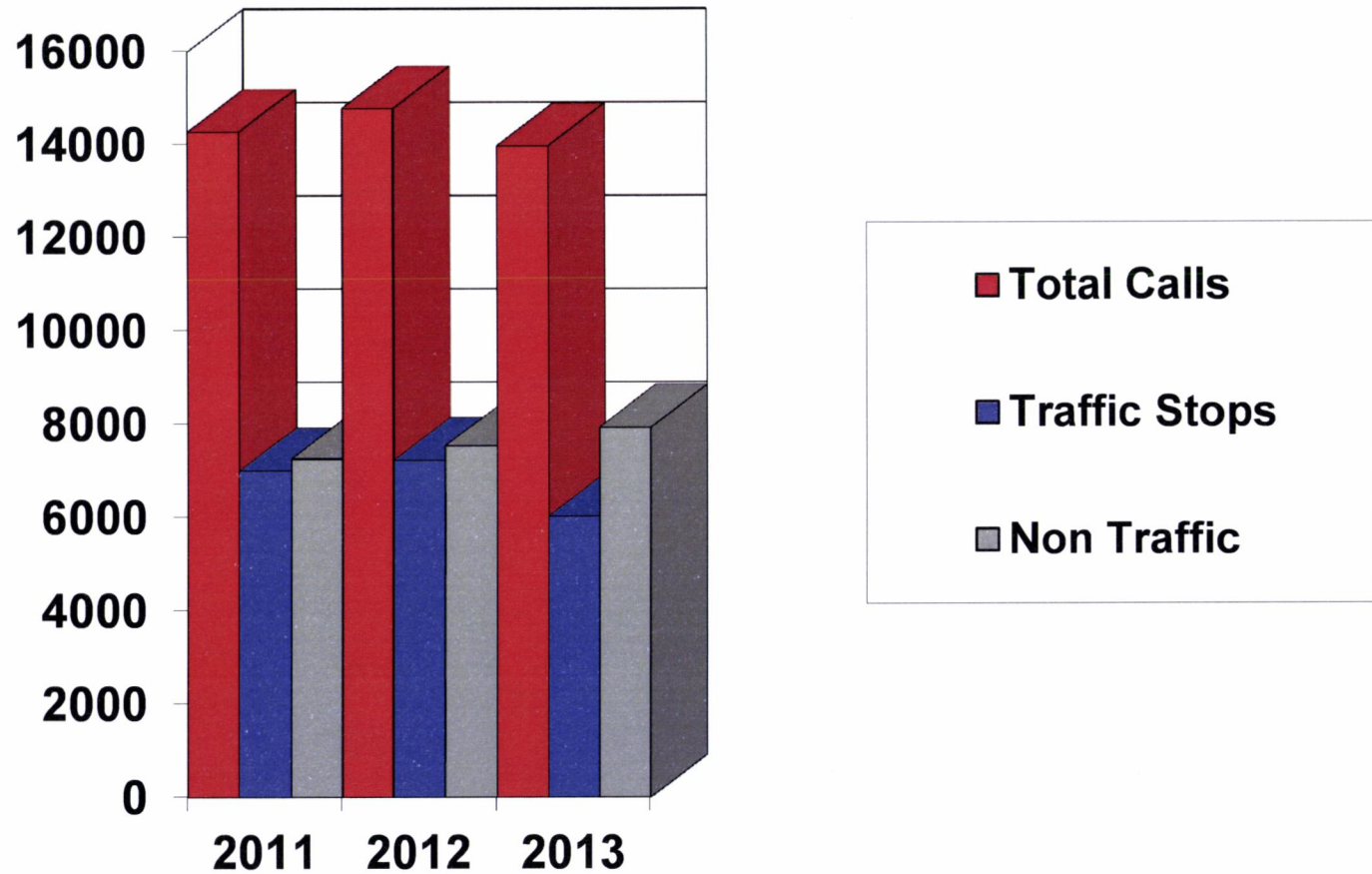


2013



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# What Do These Numbers Mean?



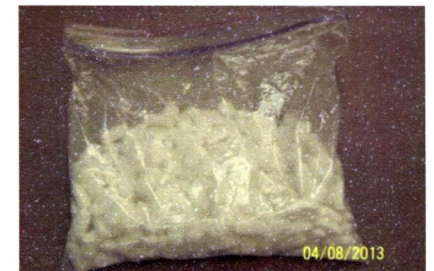
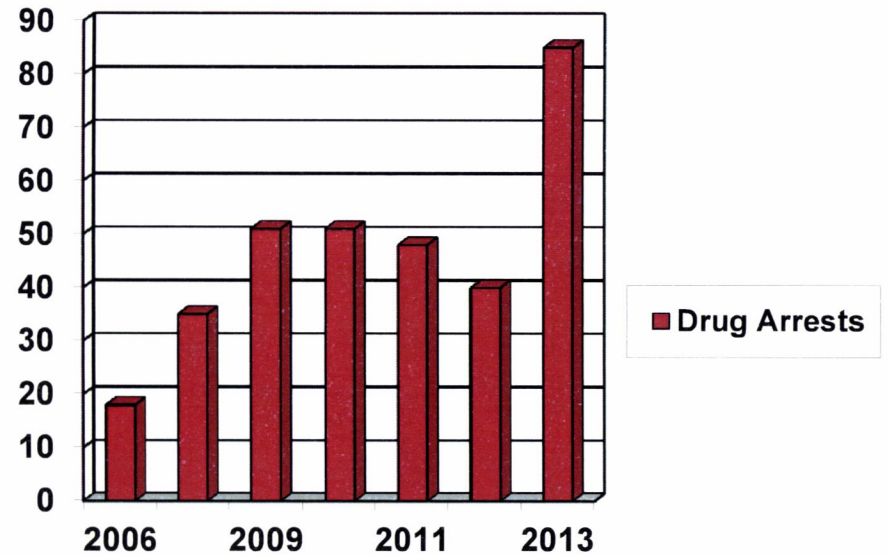


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# Drug Statistics



	2010	2011	2012	2013
<b>Drug Related Arrests Gross Misd./Felony</b>	51	48	40	85
<b>Drug Related Citations Misdemeanors</b>	34	39	55	135
<b>Drug Purchases</b>	26	34	15	29
<b>Search Warrants</b>	32	31	22	36
<b>Thefts of Prescription Medications</b>	19	23	27	31
<b>Drug Information</b>	43	74	85	122
<b>Total</b>	<b>205</b>	<b>249</b>	<b>244</b>	<b>438</b>

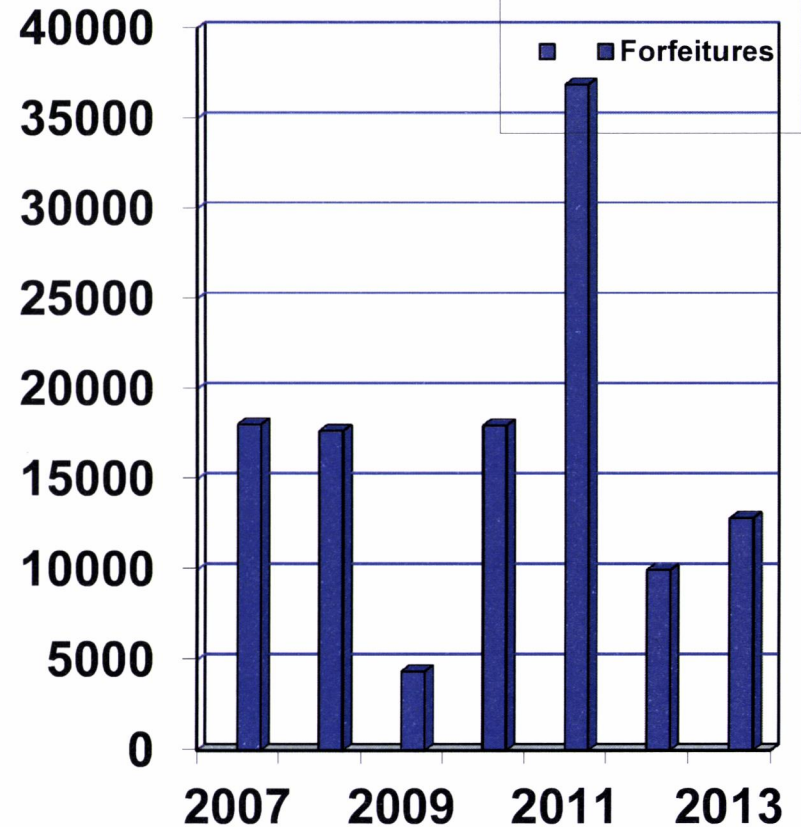
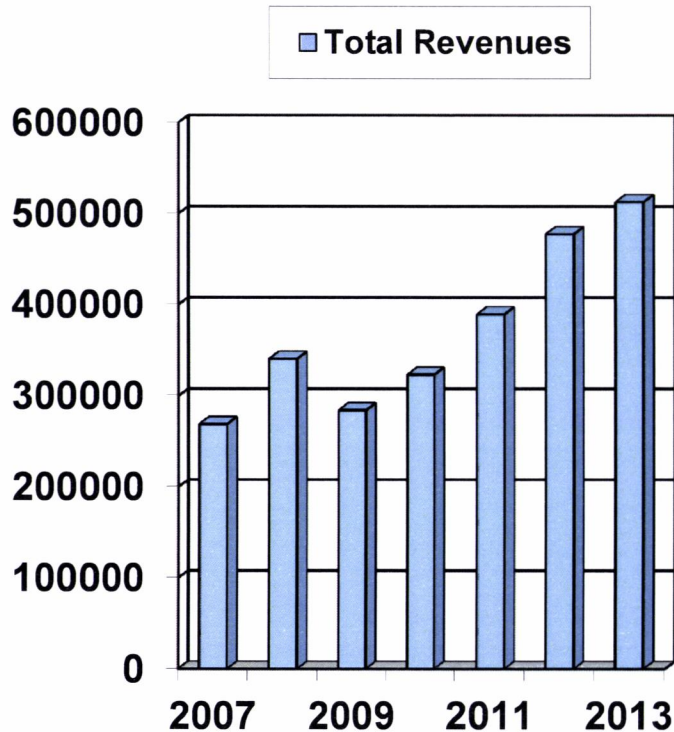






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# Revenues

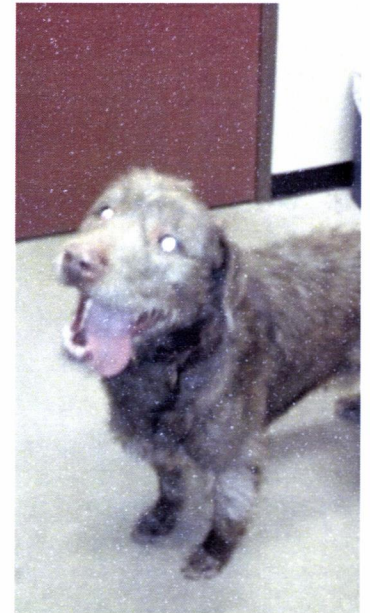


- Total revenues for 2013 was \$512,853 up from 2012.
- Total revenue from forfeitures in 2013 was \$12,841 up from 2012.
- Parking revenues from 2013 was \$6,171 down from 2012.



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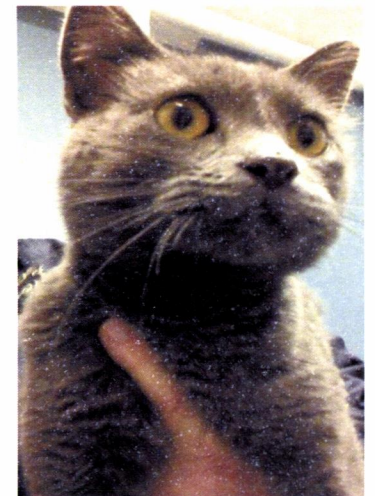
# Animal Control Facility



244 Animals were brought into the Animal Control Facility in 2013.  
The breakdown of the animals are as follows:

- 119 Dogs returned to their owners
- 49 Dogs were adopted out to new owners by the Community Assistance Officer
- 01 Dogs were euthanized
- 05 Cats returned to their owners
- 64 Cats were adopted out to new owners by the Community Assistance Officer
- 06 Cats were euthanized

Grand Rapids	Total Number of Animals	114
Itasca County	Total Number of Animals	73
Cohasset	Total Number of Animals	16
Bovey	Total Number of Animals	14
Coleraine	Total Number of Animals	26
Hill City	Total Number of Animals	1





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# Public Education

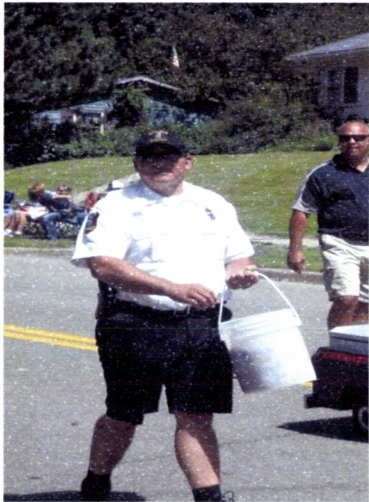
	2013
Child Safety Seat Checks	34
Safety Demonstrations	13
Crime Prevention Programs	1
Community Meetings	9
Total	57





GRAND RAPIDS  
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# The Community and Its Police Department



- National Night Out
- Children's First Expo
- D.A.R.E.
- Citizen's Academy
- Civic Group Presentations
- Shop with a Hero
- Fishing for Phil
- Winter Fest (Elementary Schools)
- Polar Plunge (Special Olympics)
- Torch Run (Special Olympics)
- Squad Car & Department Tours (Boys & Girl Scouts)
- Post Prom



# Questions?



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CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 14-0274      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider approving the verified claims for the period February 18, 2014 to March 3, 2014 in the total amount of \$855,732.78, of which \$504,933.75 are bond payments.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [031014 Bill List.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period February 18, 2014 to March 3, 2014 in the total amount of \$855,732.78, of which \$504,933.75 are bond payments.

**Requested City Council Action**

Consider approving the verified claims for the period February 18, 2014 to March 3, 2014 in the total amount of \$855,732.78, of which \$504,933.75 are bond payments.

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MARCH 10, 2014

DATE: 03/05/2014  
 TIME: 13:23:10  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/10/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	1,287.00
1920240	CHAD B STERLE	9,200.00
TOTAL CITY WIDE		10,487.00
ADMINISTRATION		
0109645	AIR ESPRESSO	39.26
1415377	NORTHERN BUSINESS PRODUCTS INC	71.76
TOTAL ADMINISTRATION		111.02
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.56
0315455	COLE HARDWARE INC	2.49
0701650	GARTNER REFRIGERATION CO	450.00
0920060	ITASCA COUNTY TREASURER	261.61
1801555	RAPID PEST CONTROL INC	60.00
2018680	TRU NORTH ELECTRIC LLC	119.52
TOTAL BUILDING MAINTENANCE-CITY HALL		919.18
COMMUNITY DEVELOPMENT		
0121725	AUTOMOTIVE ELECTRIC SERVICE	191.67
1415377	NORTHERN BUSINESS PRODUCTS INC	105.13
1920555	STOKES PRINTING COMPANY	12.37
TOTAL COMMUNITY DEVELOPMENT		309.17
ENGINEERING		
0301200	CADD/ENGINEERING SUPPLY INC	82.88
0920060	ITASCA COUNTY TREASURER	38.68
TOTAL ENGINEERING		121.56
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	389.89
TOTAL FINANCE		389.89
FIRE		

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MARCH 10, 2014

DATE: 03/05/2014  
 TIME: 13:23:10  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 03/10/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0103325	ACHESON TIRE COMPANY INC	25.00
0113233	AMERIPRIDE LINEN & APPAREL	11.23
0121721	AUTO VALUE - GRAND RAPIDS	16.98
0221650	BURGGRAF'S ACE HARDWARE INC	14.81
0315455	COLE HARDWARE INC	9.17
0321505	CUMMINS	436.53
0401804	DAVIS OIL	763.42
0718211	GREAT PLAINS FIRE INC	804.66
2300600	W.P. & R.S. MARS COMPANY	34.99
	TOTAL FIRE	2,116.79
PUBLIC WORKS		
0121721	AUTO VALUE - GRAND RAPIDS	99.44
0221650	BURGGRAF'S ACE HARDWARE INC	16.95
0301685	CARQUEST AUTO PARTS	638.29
0305510	CENTRAL LANDSCAPE SUPPLY	972.00
0315455	COLE HARDWARE INC	12.71
0315472	COMFORT HEATING LLC	282.20
0514802	ENVIROTECH SERVICES INC	4,645.10
0601690	FASTENAL COMPANY	3.96
0801535	HAMMERLUND CONSTRUCTION INC	210.00
0920060	ITASCA COUNTY TREASURER	1,025.72
1301015	MACQUEEN EQUIPMENT INC	436.30
1415640	NORTRAX EQUIPMENT COMPANY	870.58
1421155	NUCH'S IN THE CORNER	526.23
1615650	PORTABLE JOHN	304.00
1621125	PUBLIC UTILITIES COMMISSION	4,100.76
2300765	W.W. WALLWORK INC	14.96
2301906	WAYNE'S AUTOMOTIVE	168.79
	TOTAL PUBLIC WORKS	14,327.99
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	185.97
0301685	CARQUEST AUTO PARTS	187.01
0315455	COLE HARDWARE INC	37.86
0718021	GRAND RAPIDS GM INC	74.59
0805640	HERC-U-LIFT	341.37
0815730	HOTSY EQUIPMENT OF MINNESOTA	77.27
0920060	ITASCA COUNTY TREASURER	117.50
1201850	LAWSON PRODUCTS INC	524.58
1301015	MACQUEEN EQUIPMENT INC	998.80
1415030	NAPA SUPPLY OF GRAND RAPIDS	117.30



CITY OF GRAND RAPIDS COUNCIL BILL LIST - MARCH 10, 2014

DATE: 03/05/2014  
 TIME: 13:23:10  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 03/10/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
1415484	NORTHERN LIGHTS TRUCK	27.99
1605740	PETROCHOICE-ANDERSON LUBRICANT	403.66
TOTAL FLEET MAINTENANCE		3,093.90
POLICE		
0200024	BP	42.82
0301685	CARQUEST AUTO PARTS	39.04
0312750	CLUSIAU SALES	100.00
0409501	DIMICH LAW OFFICE	5,250.00
0920060	ITASCA COUNTY TREASURER	4,340.16
1301025	MAKI BODY & GLASS	324.90
1309332	MN STATE RETIREMENT SYSTEM	1,634.62
1415377	NORTHERN BUSINESS PRODUCTS INC	394.80
1801570	RAPIDS AUTO WASH	76.50
2000400	T J TOWING	915.00
TOTAL POLICE		13,117.84
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE INC	6.99
TOTAL RECREATION		6.99
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE INC	3.98
0609457	FILTHY CLEAN INC	1,340.00
1909510	SIM SUPPLY INC	100.62
TOTAL		1,444.60
AIRPORT		
0121721	AUTO VALUE - GRAND RAPIDS	344.97
0504825	EDWARDS OIL INC	790.00
TOTAL		1,134.97
CIVIC CENTER GENERAL ADMINISTRATION		

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MARCH 10, 2014

DATE: 03/05/2014  
 TIME: 13:23:10  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 03/10/2014

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	25.84
0114200	ANDERSON GLASS	29.18
0215890	BOY SCOUT TROUP 41	232.00
0221650	BURGGRAF'S ACE HARDWARE INC	216.35
0315455	COLE HARDWARE INC	11.34
0405223	DEER RIVER HIRED HANDS INC	15.00
0501656	THE EARTHGRAINS COMPANY INC	90.08
0605670	FERRELLGAS	988.89
0701650	GARTNER REFRIGERATION CO	450.00
0718092	GRAND RAPIDS VOLLEYBALL ASSO	244.69
0920060	ITASCA COUNTY TREASURER	56.32
1209302	LIGHTNING BOOSTER CLUB	181.25
1301168	MARKETPLACE FOODS	13.36
1415655	NORVEND INC	80.00
1605611	PEPSI-COLA	1,247.74
1801610	RAPIDS PLUMBING & HEATING INC	539.85
1901535	SANDSTROM COMPANY INC	2,495.72
1909510	SIM SUPPLY INC	334.92
TOTAL GENERAL ADMINISTRATION		7,252.53
RECREATION PROGRAMS		
0920113	ITASCA SKI & OUTING CLUB	430.00
TOTAL		430.00
STATE HAZ-MAT RESPONSE TEAM		
1415480	NORTHERN HEALTH & FITNESS PLUS	4,244.00
TOTAL		4,244.00
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	171.00
0221650	BURGGRAF'S ACE HARDWARE INC	82.73
0718010	CITY OF GRAND RAPIDS	65.00
0920060	ITASCA COUNTY TREASURER	61.75
1415590	NORTHWEST GAS	3,029.64
1618564	PRO-BUILD NORTH LLC	29.33
2009725	TITAN MACHINERY INC	274.55
TOTAL		3,714.00

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MARCH 10, 2014

DATE: 03/05/2014  
 TIME: 13:23:10  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 03/10/2014

VENDOR #	NAME	AMOUNT DUE
-----		
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	12.67
0920060	ITASCA COUNTY TREASURER	152.81
	TOTAL	165.48
GO ST AID STREET BOND-2005B		
2100265	U.S. BANK	124,472.50
	TOTAL	124,472.50
GO STATE-AID ST BONDS 2007B		
2305447	WELLS FARGO BANK NA	88,575.00
	TOTAL	88,575.00
GO STATE-AID BONDS 2012B		
2305447	WELLS FARGO BANK NA	291,886.25
	TOTAL	291,886.25
GENERAL CAPITAL IMPRV PROJECTS		
2014 BLDG IMPROVEMENTS		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	937.50
	TOTAL 2014 BLDG IMPROVEMENTS	937.50
PIR-PERMANENT IMPRV REVOLV FND		
NO PROJECT		
1920240	CHAD B STERLE	210.00
	TOTAL NO PROJECT	210.00
STORM WATER UTILITY		
0801535	HAMMERLUND CONSTRUCTION INC	565.00
0920060	ITASCA COUNTY TREASURER	808.24
1421155	NUCH'S IN THE CORNER	240.94

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MARCH 10, 2014

DATE: 03/05/2014  
 TIME: 13:23:10  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 03/10/2014

VENDOR #	NAME	AMOUNT DUE
STORM WATER UTILITY		
1621125	PUBLIC UTILITIES COMMISSION	6,600.00
	TOTAL	8,214.18
TOTAL UN-PAID TO BE APPROVED IN THE SUM OF:\$ 577,682.34		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	6,000.00
0305530	CENTURYLINK INC	52.17
0315454	TRAVIS COLE	334.04
0405305	LYNN DEGRIO	351.80
0405447	DELTA DENTAL OF MINNESOTA	2,683.12
0409655	TIMOTHY DIRKES	40.00
0504610	RON EDMINSTER	159.04
0512230	ELEMENT PAYMENT SERVICES	75.00
0601350	FAIRVIEW RANGE	43.91
0701105	KARL GAALAAS	282.18
0712550	GLOBE DRUG/MEDICAL EQUIP	31.14
0718015	GRAND RAPIDS CITY PAYROLL	204,859.13
0718070	GRAND RAPIDS STATE BANK	25.00
0801820	HAWK CONSTRUCTION INC	1,000.00
0809115	HIBBING COMMUNITY COLLEGE A	100.00
0900060	ICTV	19,495.24
0914295	JEFFREY INGLE	401.06
0920055	ITASCA COUNTY RECORDER	92.00
1101645	LASHA KARELS	80.00
1201402	LAKE COUNTRY POWER	51.74
1209522	LINCOLN REPUBLIC INSURANCE CO	517.01
1309134	MINNESOTA STATE COMMUNITY	200.00
1309199	MINNESOTA ENERGY RESOURCES	10,690.67
1309289	MN POLLUTION CONTROL AGENCY	514.00
1309381	UNIVERSITY OF MINNESOTA	360.00
1405435	JEREMY NELSON	40.00
1415496	NORTHERN ORTHOTIC & PROSTHETIC	42.65
1503151	OCCUPATION DEVELOPMENT CENTER	33.00
1518550	MATTHEW O'ROURKE	40.00
1609561	PIONEER TELEPHONE	8.69
1621125	PUBLIC UTILITIES COMMISSION	546.94
1621130	P.U.C.	7,408.59
1815540	CORY RONDEAU	40.00
1901337	ST LUKES CLINICS	183.39
1901820	WILLIAM SAW	92.00
2000100	TASC	30.60
2000490	TDS Metrocom	1,008.67
2114360	UNITED PARCEL SERVICE	126.60
2209705	VISIT GRAND RAPIDS	20,011.06

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MARCH 10, 2014

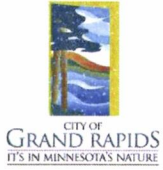
DATE: 03/05/2014  
TIME: 13:23:10  
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CITY OF GRAND RAPIDS  
DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 03/10/2014

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$278,050.44
TOTAL ALL DEPARTMENTS		855,732.78



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 14-0269      **Version:** 1      **Name:** CP 2011-2, Crystal Lake Blvd Public Hearing  
**Type:** Agenda Item      **Status:** Public Hearing  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider conducting the Public Hearing for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

Consider conducting the Public Hearing for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

**Background Information:**

The City's Capital Improvement Plan calls for the reconstruction of streets, storm sewer, water main, and sidewalks on Crystal Lake Boulevard from 1st Avenue NW to 14th Street NE. In order to proceed with the Project, the City Council must conduct a Public Hearing. The Public Hearing for this Project is scheduled for 6:00 p.m. in the Council Chambers on March 10, 2014.

**Staff Recommendation:**

City Staff recommends conducting the Public Hearing for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

**Requested City Council Action**

Consider conducting the Public Hearing for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0265      **Version:** 1      **Name:** CP 2011-2, Crystal Lake Blvd Order the Project, Plans & Specs  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 3/5/2014      **In control:** City Council  
**On agenda:** 3/10/2014      **Final action:**  
**Title:** Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [3-10-14 Resolution CP 2011-2 Order Improvement and Plans and Specs.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

**Background Information:**

Once the Public Hearing is complete for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project, the City Council may consider ordering the Project and the plans and specifications. The attached resolution accomplishes this task. Please note that a 4/5th Council vote is required for approval because the Council initiated the Project.

**Staff Recommendation:**

City Staff recommends adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

**Requested City Council Action**

Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

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

RESOLUTION NO. 14-\_\_

**A RESOLUTION ORDERING IMPROVEMENT OF  
AND PLANS AND SPECIFICATIONS FOR THE  
CRYSTAL LAKE BOULEVARD RECONSTRUCTION  
PROJECT 2011-2**

WHEREAS, Resolution 14- of the City Council dated the 10<sup>th</sup> day of February, 2014, accepted the Feasibility Report for the Crystal Lake Boulevard Reconstruction Project; and

WHEREAS, the reconstruction of existing public infrastructure within the right of way and utility/alley easements of Crystal Lake Boulevard from 1<sup>st</sup> Avenue NW to 14<sup>th</sup> Street NE by reconstructing streets, storm sewer, water main, street lights, sidewalks, and associated appurtenances, are needed; and

WHEREAS, the construction described in the Feasibility Report for the Crystal Lake Boulevard Reconstruction Project is the most cost effective solution; and

WHEREAS, a resolution of the City Council adopted the 10<sup>th</sup> day of February, 2014, fixed a date of March 10, 2014, for a Council Hearing on the proposed improvement; and

WHEREAS, ten days' mailed notice and two weeks' published notice of hearing was given and hearing was held thereon on the 10<sup>th</sup> day of March, 2014, at which all persons desiring to be heard were given an opportunity to be heard.

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for the Crystal Lake Boulevard Reconstruction Project, City Project 2011-2, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$2,557,614.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than March 10, 2015.

Adopted by the Council this 10<sup>th</sup> day of March, 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.