



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail

City Council

Monday, September 23, 2013

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, September 23, 2013 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

5:01 PM PRESENTATION

New City Website Presentation - Erik Scott

MEETING PROTOCOL POLICY

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

5:10 PM PUBLIC FORUM

5:15 PM COUNCIL REPORTS

5:20 PM APPROVAL OF MINUTES

[13-0558](#) Approve Council minutes as attached.

Attachments: [September 9, 2013 Worksession](#)
[September 9, 2013 Regular Meeting](#)
[September 10, 2013 Special Worksession](#)
[September 11, 2013 Special Meeting](#)
[September 4, 2013 Special Meeting](#)

5:21 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. [13-0554](#) Adopt a resolution accepting Grand Itasca Donation
Attachments: [GrandItasca Donation Res](#)

2. [13-0556](#) Allow the Fire Department to apply for a Homeland Security and Emergency Management grant.
Attachments: [Hazmat Grant 2013](#)

3. [13-0557](#) Consider hiring temporary employees for Park & Recreation.

4. [13-0563](#) Consider giving the Mayor and City Administrator authorization to execute the Paying Agent/Bond Registrar Agreement with U.S. Bank National Association for General Obligation Street Reconstruction Bonds, 2013B.
Attachments: [US Bank Agreement.pdf](#)

5. [13-0569](#) Consider after-the-fact authorization for the City Administrator to sign the Terms and Conditions and Grant Agreement for the FAA Airport Grant.
Attachments: [9-23-13 FAA Airport Grant Terms and Conditions_CitySigned](#)
[9-23-13 FAA Airport Grant Agreement](#)

6. [13-0576](#) Approve temporary liquor license for Itasca Curling Club.
Attachments: [Itasca Curling Club - Application for Temp](#)

7. [13-0577](#) Accept resignation of Ron Niemala and direct staff to begin the process of filling the vacancy.
Attachments: [Niemala - Resignation](#)

8. [13-0581](#) A modified agreement with Arbo Township
Attachments: [Amendment 1 GR-Arbo Agreement for Public Works.pdf](#)

9. [13-0580](#) Adopt a Resolution to Accept a Matching Grant from the DNR to the Fire Department

5:23 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.

5:24 ACKNOWLEDGE BOARDS & COMMISSIONS
PM

10. [13-0559](#) Acknowledge the attached minutes for Boards & Commissions.

Attachments: [April 9, 2013 Police Civil Service](#)
[June 17, 2013 Police Civil Service Special Meeting](#)
[June 25, 2013 Police Civil Service Special Meeting](#)
[August 12, 2013 PUC Special Meeting](#)
[August 14, 2013 PUC](#)
[July 11, 2013 PUC](#)
[July 30, 2013 PUC Special Meeting](#)
[August 20, 2013 Golf Board](#)

5:25 DEPARTMENT HEAD REPORT
PM

11. [13-0562](#) Community Development Department Report

Attachments: [Community Development September 2013 Dept. Head.pdf](#)

5:35 ENGINEERING
PM

12. [13-0543](#) Considering adopting a resolution awarding a contract to AAA Striping in their low bid amount of \$38,118.40 for the re-striping of 5th St N to convert the 4-lane roadway to a 3-lane roadway with dedicated bike lanes.

Attachments: [9-23-13 Resolution 5th St N Re-striping Award Contract](#)
[GRANR123035_07_Final_Plans_082113](#)

5:40 POLICE DEPARTMENT
PM

13. [13-0568](#) School Liaison Services School District 318 - Bigfork

Attachments: [2013-2014 BIG FORK LIAISON](#)

5:45 VERIFIED CLAIMS
PM

14. [13-0574](#) Consider approving the verified claims for the period September 3, 2013 to September 16, 2013 in the total amount of \$466,162.73.

Attachments: [9/23/13 Bill List](#)

6:00 PUBLIC HEARINGS
PM

15. [13-0552](#) Conduct a Public Hearing to consider the issuance and sale not to exceed \$1,500,000 in Revenue Notes for Northland Counseling Center and approve a resolution authorizing the issuance and sale of the following Revenue Notes for Northland Counseling Center: Series 2013, and authorize the Mayor and City Administrator to sign required documents.

Attachments: [Final Draft Grand Rapids Northland 2013 Note Resol.pdf](#)

16. [13-0560](#) Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Mini Storage use, as a permitted use, within the I-1 (Industrial Park) zoning district.
Attachments: [Sect. 30-512 Table-1 \(Permitted Uses\)](#)
17. [13-0561](#) Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 of the Zoning Ordinance, to add the Mini Storage use, as a permitted use, within the I-1 (Industrial Park) zoning district.
Attachments: [Draft Ordinance: Mini Storage Text Amendment 9-23-13](#)
18. [13-0571](#) Consider conducting a public hearing to consider final assessments on CP 2011-6, Horseshoe Lake Road Improvements.
19. [13-0565](#) Consider adopting a resolution adopting final assessments for CP 2011-6, Horseshoe Lake Road Improvements
Attachments: [9-23-13 Resolution CP 2011-6 adopting assessments](#)
20. [13-0570](#) Consider conducting a public hearing to consider final assessments on CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st St S to 10th St S.
21. [13-0564](#) Consider adopting a resolution adopting final assessments for CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st Street S to 10th Street S.
Attachments: [9-23-13 Resolution CP 2004-3 adopting assessments](#)
22. [13-0572](#) Consider conducting a public hearing to consider final assessments on CP 2012-3, 4th Avenue NE Reconstruction and CP 2013-1, 7th Avenue NW Reconstruction.
23. [13-0566](#) Consider adopting a resolution adopting final assessments for CP 2012-3 & CP 2013-1, 4th Avenue NE and 7th Avenue NW Reconstruction.
Attachments: [9-23-13 Resolution CP 2012-3 & CP 2013-1 adopting assessments](#)
24. [13-0573](#) Consider conducting a public hearing to consider final assessments on CP 2010-2, City Wide Overlays-Urban and CP 2012-4A, Remer-DeSchepper Overlays-Rural.
25. [13-0567](#) Consider adopting a resolution adopting final assessments for CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays - Rural.
Attachments: [9-23-13 Resolution CP 2010-2 & CP 2012-4A adopting assessments](#)

**7:30 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 15, AT 5:00 P.M.

NOTE: These times are approximate only and are subject to change. If you are interested in a topic of discussion you should appear at least 10 minutes before its

scheduled time.

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

ATTEST: TOM PAGEL, CITY ADMINISTRATOR



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0558 **Version:** 1 **Name:**

Type: Agenda Item **Status:** Approval of Minutes

File created: 9/11/2013 **In control:** City Council

On agenda: 9/23/2013 **Final action:**

Title: Approve Council minutes as attached.

Sponsors:

Indexes:

Code sections:

Attachments: [September 9, 2013 Worksession](#)
[September 9, 2013 Regular Meeting](#)
[September 10, 2013 Special Worksession](#)
[September 11, 2013 Special Meeting](#)
[September 4, 2013 Special Meeting](#)

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

Approve Council minutes as attached.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, September 9, 2013

4:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, September 9, 2013 at 4:20 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, Barb Baird, Rob Mattei, Jim Denny

Discussion Items

1. Review preliminary budget for 2014

Administrator Pagel discusses issues with an error in fiscal disparities calculation. Council reviews focus areas of budget, discussing possible items for reduction in expenditures. Considered City owned property that may be made available for sale, specific zoning of properties and possible marketing for sale. Mr. Pagel will work with Rob Mattei to provide an inventory of City property.

ADJOURN

Attest: Tom Pagel, City Administrator

Addition of item 5a to Consent.

There being no further business, the meeting adjourned at 5:15 PM.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, September 9, 2013

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, September 9, 2013 at 5:17 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, and Mayor Dale Adams

Others present:

Tom Pagel, Chad Sterle, Julie Kennedy, Cory Rondeau, Steve Schaar, Jim Denny, Barb Baird

5:01 PM PRESENTATIONS/PROCLAMATIONS

Oath of Office for Officer Cory Michael Rondeau.

Completed

5:04 PM MEETING PROTOCOL POLICY

5:05 PM PUBLIC FORUM

None.

5:10 PM COUNCIL REPORTS

None.

5:15 PM APPROVAL OF MINUTES

Approve Council minutes for August 20, 2013 Special Meeting, August 26, 2013 Worksession and Regular Meetings.

A motion was made by Councilor Joe Chandler, seconded by Councilor Dale

Christy, to approve Council minutes as presented. The motion PASSED by unanimous vote.

**5:16 CONSENT AGENDA
PM**

1.

Consider adopting a resolution for \$69,595.20 from the MN Department of Public Safety for a TZD Enforcement Grant.

Adopted Resolution 13-87 by consent roll call

2.

Consider adopting a resolution giving the Mayor and Clerk authorization to execute the MnDOT Grant Agreement for Airport Maintenance and Operation for State Fiscal Years 2014 and 2015.

Adopted Resolution 13-88 by consent roll call

3.

Consider approving Supplemental Agreement 1 related to CP 2012-6, ICC Intersection.

Approved by consent roll call

4.

Consider approving Work Order 1 related to CP 2010-2, City Wide Overlays - Urban.

Approved by consent roll call

5.

Request by the Police Department to adopt a resolution accepting a Law Loan Yamaha Side x Side OHV from the Yamaha Motor Corporation, U.S.A.

Adopted Resolution 13-89 by consent roll call

5a.

Accept resignation of Cheryl Gullickson from the Economic Development Authority and authorize staff to fill the vacancy.

Approved by consent roll call

Approval of the Consent Agenda

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

Aye 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:18 SETTING OF REGULAR AGENDA
PM**

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

Sanderson, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

5:19 PM ACKNOWLEDGE BOARDS & COMMISSIONS

6.

Acknowledge minutes for Boards & Commissions

Acknowledge Boards and Commissions

5:20 PM DEPARTMENT HEAD REPORT

7.

Department Head Report-Police

Received and Filed

Councilor Chandler stepped away from Council Chambers at 5:37 PM.

5:30 PM VERIFIED CLAIMS

8.

Consider approving the verified claims for the period August 20, 2013 to September 2, 2013 in the total amount of \$1,318,546.08.

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

Aye 4 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, and Mayor Dale Adams

Excused 1 -

Councilor Joe Chandler

Councilor Chandler returned at 5:42 PM.

A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski to recess the regular meeting at 5:45 PM, and reconvene on Tuesday, September 10, 2013 at 4:30 PM. The motion PASSED by unanimous vote.

Reconvene

The meeting reconvened at 4:30 PM on Tuesday, September 10, 2013. Members present: Mayor Adams, Councilmembers: Sanderson, Chandler, Christy. Absent: Zabinski

ADJOURNMENT

A motion was made by Councilor Dale Christy, seconded by Councilor Joe Chandler to adjourn at 4:33 PM. The motion passed by unanimous vote.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Tuesday, September 10, 2013

4:30 PM

Conference Room 2A

Special Work Session

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Tuesday, September 10, 2013 at 4:34 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, Barb Baird, Jim Denny, Rob Mattei, Erik Scott, Dale Anderson

Discussion Items

1. Review preliminary budget for 2014

Administrator Pagel updates Council regarding error in fiscal disparities calculation. This was approximately \$1,900 error in the City's favor. Mr. Pagel reviews the proposed preliminary levy and draft resolution for adoption. Discussed line items that could be a reduction to the levy limit. Councilor Zabinski addresses possibility of staff reduction by way of leaving open positions vacant. Discussion considered payout of reserves to complete financial obligation to Mt. Itasca, Early Retirement Incentive balance and postponing updated aerial photography. Administrator notes that 3.657% of the increase is due to a loss in fiscal disparities.

ADJOURN

Attest: Tom Pagel, City Administrator

There being no further business, the meeting adjourned at 5:13 PM.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Wednesday, September 11, 2013

7:15 AM

Conference Room 2A

Special Meeting

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Wednesday, September 11, 2013 at 7:15 a.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 3 -
Councilor Barb Sanderson, Councilor Ed Zabinski, and Mayor Dale Adams

Absent 2 -
Councilor Dale Christy, and Councilor Joe Chandler

Others present:

Tom Pagel, Barb Baird

Consider approving a resolution adopting the 2013 proposed levy/collectible in 2014 and setting December 9, 2013 at 6:01 p.m. to discuss the proposed budget, levy and allow for public comment and December 16, 2013 for the subsequent meeting to adopt the final levy and budget.

A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, to adopt Resolution 13-90 adopting the 2014 preliminary levy as amended. The motion carried by the following vote.

Aye 3 -
Councilor Barb Sanderson, Councilor Ed Zabinski, and Mayor Dale Adams

ADJOURNMENT

A motion was made by Councilor Ed Zabinski, seconded by Councilor Barb Sanderson, to adjourn the meeting at 7:21 AM. The motion PASSED by unanimous vote.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Wednesday, September 4, 2013

4:00 PM

City Hall Council Chambers

Special Meeting

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Wednesday, September 4, 2013 at 4:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

Others present:

Tom Pagel, Chad Sterle, Jim Denny, Steve Schaar, Jeff Davies, Julie Kennedy, Erik Scott, Barb Baird

1.

Recommended changes to the Chapter 42, 42 Firearms Ordinance and the firearm zones map.

Police Chief Denny reviews maps showing ownership of parcels, 40 acres or larger, that fall within the hunting zones of Grand Rapids. Chief Denny also notes that resident Patzolt would be able apply for a special use permit to allow for association training for biathletes on his property provided he obtains proper liability insurance if the use of rifles was not allowed.

Attorney Sterle recommends the following ordinance text changes: Firearm definition should be consistent with state law, change slingshot to non-regulated, and specified zones would allow for discharge of BB guns.

When questioned, Police Chief Denny states that his personal preference would be to prohibit discharge of all firearms inside the city limits, allowing for archery only in zoned areas.

Councilor Sanderson states she will not support the discharge of firearms within the city limits. Councilor Sanderson believes Grand Rapids should be more concerned with the safety of residents and not allowing hunting inside the city.

Councilor Chandler states that the most recent revision of the zoning map is acceptable.

Councilor Christy notes that although the map seems to address the density issue, it is not noted specifically in the ordinance itself.

Motion made by Councilor Chandler, seconded by Councilor Christy to adopt

Ordinance 13-09-09, firearms and approve zoning map as presented with specific changes to ordinance as noted by Attorney Chad Sterle. The motion passed by the following role call vote.

Aye 4 -

Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler,
and Mayor Dale Adams

Nay 1 -

Councilor Barb Sanderson

2.

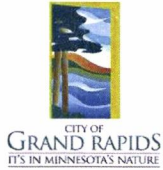
2014 Budget Discussion

Administrator Pagel states that the City has received information regarding tax capacity and fiscal disparities. This discussion would best be postponed until the next Council work session on September 9, 2013.

ADJOURNMENT

A motion was made by Councilor Ed Zabinski, seconded by Councilor Joe Chandler, to adjourn the meeting at 4:36 PM. The motion PASSED by unanimous vote.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0554 **Version:** 2 **Name:** Grand Itasca Donation
Type: Agenda Item **Status:** Consent Agenda
File created: 9/10/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Adopt a resolution accepting Grand Itasca Donation

Sponsors:

Indexes:

Code sections:

Attachments: [GrandItasca Donation Res](#)

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

Adopt a resolution accepting Grand Itasca Donation

Background Information:

Grand Itasca has offered a \$1000 sponsorship for the Northern MN Mudrun. They will be recognized as a sponsor in our advertising and on our participant t-shirts. The \$1000 sponsorship will be deposited as program revenue.

Staff Recommendation:

Adopt a resolution accepting a donation from Grand Itasca to the Park and Recreation Department for sponsorship of the Northern MN Mud Run.

Requested City Council Action

Consider adopting a resolution accepting a donation from Grand Itasca to the Park and Recreation Department for sponsorship of the Northern MN Mud Run.

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

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING A \$1,000 DONATION FROM GRANDITASCA TO THE GRAND RAPIDS RECREATION DEPARTMENT TO HELP SPONSOR THE NORTHERN MN MUD RUN ON AUGUST 10, 2013

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

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

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

- GrandItasca has donated \$1,000 to the Grand Rapids Recreation Department to help sponsor the Northern MN Mud Run on August 10, 2013.

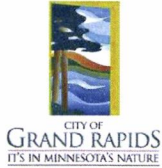
Adopted this 23rd day of September 2013

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0556 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 9/10/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Allow the Fire Department to apply for a Homeland Security and Emergency Management grant.
Sponsors:
Indexes:
Code sections:
Attachments: [Hazmat Grant 2013](#)

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

Allow the Fire Department to apply for a Homeland Security and Emergency Management grant.

Background Information:

The Grand Rapids Fire Department Hazmat Team would like to apply for the FFY 2013 SHSP CBRNE grant to purchase a laptop, two iPads and a TV screen for the purpose of upgrading some of the team's IT equipment. This grant does not require any matching funds from the Hazmat Team's Contractor's Compensation fund, and any maintenance of this equipment would come from the Hazmat Team's Equipment Maintenance budget.

Staff Recommendation:

Allow the fire department to apply for the FFY 2013 HSEM grant.

Requested City Council Action

Consider allowing the fire department to apply for a Federal Fiscal Year 2013 grant through Homeland Security and Emergency Management to be used for purchasing IT equipment and training.



FFY 2013 SHSP CBRNE Project Application

Please save as: 2013 SHSP CBRNE jurisdiction name.
Submit completed form by email to Jill.Hughes@state.mn.us

Submit Form

Grant performance period: January 1 - December 31, 2014

***Requested funds must maintain current capabilities funded by past HSGP funding cycles.
New capabilities should not be built at the expense of maintaining current essential capabilities.***

| | | | | | |
|--------------|-----------------|--------------------------------|--|-------|--|
| HSEM Region | 2 | Fiscal Agent/Jurisdiction Name | Grand Rapids CAT | | |
| Contact Name | Shawn Graeber | Phone Number | 218-360-2401 | Email | sgraeber@ci.grand-rapids.mn.us |
| Project Name | 2013 SHSP CBRNE | | Project can start within 90 days of award date | Yes | |

Project Description - describe the project and how it addresses the vulnerabilities highlighted in your THIRA.

This project will update our current communications ability which is outdated.

Capabilities - describe how this project sustains or maintains your current capabilities

This project will allow us to use newer technologies that have been developed to increase our communication efforts in the field.

Outcomes - describe the outcomes that will result from this project and how they will address the gaps identified in your THIRA.

Currently we are using old, outdated equipment to send information, this project will allow us the capability to have better in-field communication.

| Add/Delete Row | Task (for example: hire, equip and train a planner; conduct training; purchase software) | Milestones | Start Date | End Date |
|----------------|--|------------|------------|----------|
| + - | Purchase equipment | | Nov 1 | Nov 29 |
| + - | Conduct training with new equipment | | Nov 1 | Jan 31 |
| + - | Train new hires to Technician Level | | Nov 1 | Jun 30 |
| + - | Complete further education of existing members | | Nov 1 | Jun 30 |

Project Amount - please break down your project cost by category

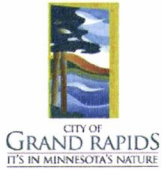
| Category | Amount | Description |
|--------------|--------------------|--|
| Planning | | |
| Organization | | |
| Equipment | \$3,500.00 | Laptop for Hazmat Response Truck, 2 Ipad's, 1 TV Screen |
| Training | \$5,000.00 | Train members on new equipment and new hires to Technician Level |
| Exercises | \$1,500.00 | Hazmat Exercise |
| M&A | | |
| Personnel | | |
| Total | \$10,000.00 | LETPA Amount (law enforcement obligation) |

Equipment Request - If applicable, please use the corresponding Authorized Equipment List (AEL) number, found at www.rkb.us.

| Add/Delete Row | AEL Number | Title | Authorized for your program? | Cost |
|----------------|------------|-------|--|------|
| + - | | | <input type="radio"/> Yes <input type="radio"/> No | |
| + - | | | <input type="radio"/> Yes <input type="radio"/> No | |

Equipment Maintenance - Describe how the jurisdiction(s) plans to maintain and sustain the above referenced equipment

Out of our Contractors Compensation



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0557 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 9/11/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Consider hiring temporary employees for Park & Recreation.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Consider hiring temporary employees for Park & Recreation.

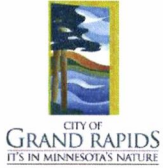
Background Information:

The following individuals will be hired with the Grand Rapids Park and Recreation Department and are part of the Recreation Department Budget.

Dakota Czerny Various Part Time Positions Hourly Range: \$7.50 to \$10.00 per hour
Hunter Shepard Various Part Time Positions Hourly Range: \$7.50 to \$10.00 per hour

Staff Recommendation:

Approve the hiring of the part time employees listed above with the Grand Rapids Park and Recreation Department. Consider approving the hiring of the part time employees listed above with the Grand Rapids Park and Recreation Department



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0563 **Version:** 1 **Name:** US Bank Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 9/18/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Consider giving the Mayor and City Administrator authorization to execute the Paying Agent/Bond Registrar Agreement with U.S. Bank National Association for General Obligation Street Reconstruction Bonds, 2013B.
Sponsors:
Indexes:
Code sections:
Attachments: [US Bank Agreement.pdf](#)

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

Consider giving the Mayor and City Administrator authorization to execute the Paying Agent/Bond Registrar Agreement with U.S. Bank National Association for General Obligation Street Reconstruction Bonds, 2013B.

Background Information:

U.S. Bank received the bid for the Paying Agent/Bond Registrar for the General Obligation Street Reconstruction Bonds, 2013B. Springsted Incorporated went out for bids and they are as follows:

U.S. Bank: \$325 one-time acceptance fee, \$425.00 annually for the life of the bond issue.
Wells Fargo: \$0 acceptance fee, \$750 annually for the life of the bond issue.

As Bond Registrar, U.S. Bank Would maintain records of ownership of the bonds and make sure that no more than the authorized amount of bonds is outstanding. As Paying Agent, U.S. Bank would receive principal payments and periodic interest payments from the City, and would then distribute those payments to the bondholders of record on behalf of the City.

Requested City Council Action

Consider giving the Mayor and City Administrator authorization to execute the Paying Agent/Bond Registrar Agreement with U.S. Bank National Association for General Obligation Street Reconstruction Bonds, 2013B.

AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR AND TRANSFER AGENCY

THIS PAYING AGENT/BOND REGISTRAR AGREEMENT (this "Agreement"), is entered into as of September 12th, 2013 by and between City of Grand Rapids, Minnesota (the "Issuer"), and U.S. Bank National Association ("Bank"), as Paying Agent and Bond Registrar.

RECITALS

WHEREAS the Issuer has duly authorized and provided for the issuance of its Bonds, entitled General Obligation Street Reconstruction Bonds, Series 2013B (the "Bonds") in an aggregate principal amount of \$4,025,000 to be issued as fully registered bonds without coupons;

WHEREAS the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds;

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions. For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Fiscal Year" means the fiscal year of the Issuer ending on 12/31 of each year.

"Issuer" means City of Grand Rapids, Minnesota.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance. The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank [for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Bond Registrar for municipalities, which shall be supplied by the Bank to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer if there are any changes, and shall be effective upon the first day of the following Fiscal Year.]

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the Issuer, shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, to the extent such funds have herein been provided by the Issuer.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

Section 3.03 Receipt of Funds. The Issuer hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (2) payment by wire must be received by Paying Agent no later than 11:30 a.m. CST on the payment date.

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which as been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Registrar may request any supporting documentation it deems necessary or appropriate to affect a re-registration.

Section 4.03. Unauthenticated Bonds. The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports. The Bank will not release or disclose the content of the Bond Register to any person other than to the Issuer at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the Issuer.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a

new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

Section 5.03. Recitals of Issuer. The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 5.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 6.08. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds and unauthenticated Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Minnesota.

Section 6.12. Documents to be Filed with Bank. At the time of the Bank's appointment as Paying Agent and Bond Registrar, the Issuer shall file with the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

Section 6.13. Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

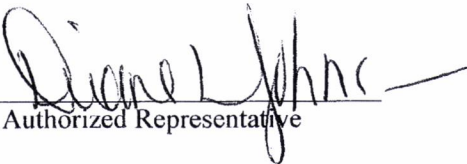
IN WITNESS WHEREOF, the Issuer and the Bank have caused this agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

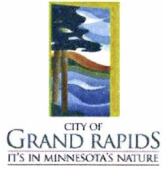
City of Grand Rapids, Minnesota, Issuer

By: _____
Its: Mayor

By: _____
Its: City Administrator/Clerk

U.S. Bank National Association, as
Authentication Agent, Transfer Agent, Registrar and Paying Agent

By:  _____
Authorized Representative



CITY OF GRAND RAPIDS

Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------|--|
| File #: | 13-0569 | Version: | 1 | Name: | FAA Airport Grant - After the Fact Signature Authorization |
| Type: | Agenda Item | Status: | | | Consent Agenda |
| File created: | 9/18/2013 | In control: | | | City Council |
| On agenda: | 9/23/2013 | Final action: | | | |
| Title: | Consider after-the-fact authorization for the City Administrator to sign the Terms and Conditions and Grant Agreement for the FAA Airport Grant. | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | 9-23-13 FAA Airport Grant Terms and Conditions CitySigned 9-23-13 FAA Airport Grant Agreement | | | | |

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

Consider after-the-fact authorization for the City Administrator to sign the Terms and Conditions and Grant Agreement for the FAA Airport Grant.

Background Information:

The FAA contacted City staff on September 10, 2013 stating that the Terms and Conditions and Grant Agreement documents needed to be signed by the City and the County on or before Monday, September 16, 2013 in order to be eligible to receive the grant monies. Waiting for the next Council meeting to obtain signature approval would have resulted in forfeiture of the \$444,635 grant, therefore City staff worked with the County staff and obtained the required signatures and returned them to the FAA by the required deadline. Attached are the Terms and Conditions and Grant Agreements that were signed.

Staff Recommendation:

City staff is recommending approval of after-the-fact authorization for the City Administrator to sign the Terms and Conditions and Grant Agreement for the FAA Airport Grant.

Requested City Council Action

Consider after-the-fact authorization for the City Administrator to sign the Terms and Conditions and Grant Agreement for the FAA Airport Grant.



U.S. Department
of Transportation
**Federal Aviation
Administration**

May 2013

Terms and Conditions of Accepting Airport Improvement Program Grants

Sponsor: CITY OF GRAND RAPIDS

Airport: GRAND RAPIDS / ITASCA COUNTY AIRPORT

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
- 2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
- 3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace

- 1. The sponsor certifies that it will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
 - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.
- (a) Grant Recipient Requirements.
- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
 - (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
- (b) System User Access.
- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
 - (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100

PO Box 25710
Oklahoma City, OK 73125

- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

- (c) Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA
PO Box 25082
AMZ-110
Oklahoma City, OK 73125

- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. Single Audit Act Requirements. Single Audits are required in accordance with the Single Audit Act of 1984 (as amended) and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organization," as referenced in Federal Regulation 49 CFR Part 18.26. Non-federal entities (airport sponsors including sub-grants recipients under the FAA's State Block Grant Program) that expend \$500,000 or more of federal funds in the sponsor's fiscal year must have a single or program-specific audit conducted for that year. The \$500,000 threshold represents all federal funding sources, not just grants from the Federal Aviation Administration. Note: Airport sponsors that are part of a larger government entity (city or county) commonly are covered by the larger entity's Single Audit submission, and should coordinate with such entity to ensure this submission fulfills their audit requirement. The audit report is due from the sponsor by the earlier date of either 30 days after receipt of the auditor's report(s), or nine months after the end of the sponsor's fiscal year end date and must be submitted electronically to the Federal Audit Clearinghouse (FAC).

L. Trafficking In Persons

- (d) Provisions applicable to a recipient that is a private entity.
- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
 - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
 - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (e) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
- (1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either--
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *49 CFR Part 29*.
- (f) Provisions applicable to any recipient.
- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(g) Definitions. For purposes of this award term:

(1) "Employee" means either:

- a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- b) Includes:
 - (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (2) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

M. Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional

information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

III. Assurances. The following FAA document titled *Assurances Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions

Assurances Airport Sponsors April 2012

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use

airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.

- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874. ¹
- u. National Environmental Policy Act of 1969 – U.S.C. 4321 et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and

assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms

to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - (1) Operating the airport's aeronautical facilities whenever required;
 - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
 21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.
 22. **Economic Nondiscrimination.**
 - a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
 - b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to -
 - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the

circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - (1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - (2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - (3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an Airport Layout Plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible

sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND PFC APPROVED PROJECTS

Dated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

| NUMBER | TITLE |
|--------------------------|---|
| 70/7460-1K | Obstruction Marking and Lighting |
| 150/5020-1 | Noise Control and Compatibility Planning for Airports |
| 150/5070-6B and Change 1 | Airport Master Plans |
| 150/5070-7 | The Airport System Planning Process |
| 150/5100-13B | Development of State Standards for Non Primary Airports |
| 150/5200-28D | Notices to Airmen (NOTAMS) for Airport Operators |
| 150/5200-30C | Airport Winter Safety and Operations |
| 150/5200-31C Change 2 | Airport Emergency Plan |
| 150/5210-5D | Painting, Marking and Lighting of Vehicles Used on an Airport |
| 150/5210-7D | Aircraft Fire and Rescue Communications |
| 150/5210-13C | Airport Water Rescue Plans and Equipment |
| 150/5210-14B | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing |
| 150/5210-15A | Airport Rescue & Firefighting Station Building Design |
| 150/5210-18A | Systems for Interactive Training of Airport Personnel |
| 150/5210-19A | Driver's Enhanced Vision System (DEVS) |
| 150/5220-10E | Guide Specification for Aircraft Rescue and Firefighting Vehicles |
| 150/5220-16D | Automated Weather Observing Systems for Non-Federal Applications |
| 150/5220-17B | Aircraft Rescue and Firefighting (ARFF) Training Facilities |
| 150/5220-18A | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials |
| 150/5220-20 and Change 1 | Airport Snow and Ice Control Equipment |
| 150/5220-21C | Aircraft Boarding Equipment |
| 150/5220-22B | Engineered Materials Arresting System (EMAS) for Aircraft Overruns |
| 150/5220-23 | Frangible Connections |
| 150/5220-24 | Foreign Object Debris Detection Equipment |
| 150/5220-25 | Airport Avian Radar Systems |
| 150/5300-7B | FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes |
| 150/5300-13A | Airport Design |
| 150/5300-14B | Design of Aircraft Deicing Facilities |

| NUMBER | TITLE |
|--------------------------------|--|
| 150/5300-16A | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C | General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey |
| 150/5300-18B | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5320-5C and Change 1 | Surface Drainage Design |
| 150/5320-6E | Airport Pavement Design and Evaluation |
| 150/5320-12C and Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |
| 150/5320-15A | Management of Airport Industrial Waste |
| 150/5325-4B | Runway Length Requirements for Airport Design |
| 150/5335-5B | Standardized Method of Reporting Airport Pavement Strength PCN |
| 150/5340-1K Change 1 | Standards for Airport Markings |
| 150/5340-5C | Segmented Circle Airport Marker System |
| 150/5340-18F | Standards for Airport Sign Systems |
| 150/5340-30G | Design and Installation Details for Airport Visual Aids |
| 150/5345-3G | Specification for L821, Panels for the Control of Airport Lighting |
| 150/5345-5B | Circuit Selector Switch |
| 150/5345-7E | Specification for L824 Underground Electrical Cable for Airport Lighting Circuits |
| 150/5345-10G | Specification for Constant Current Regulators Regulator Monitors |
| 150/5345-12F | Specification for Airport and Heliport Beacon |
| 150/5345-13B | Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26D | Specification for L823 Plug and Receptacle, Cable Connectors |
| 150/5345-27D | Specification for Wind Cone Assemblies |
| 150/5345-28G | Precision Approach Path Indicator (PAPI) Systems |
| 150/5345-39D | FAA Specification L853, Runway and Taxiway Retroreflective Markers |
| 150/5345-42G | Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories |
| 150/5345-43G | Specification for Obstruction Lighting Equipment |
| 150/5345-44J | Specification for Taxiway and Runway Signs |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures |
| 150/5345-46D | Specification for Runway and Taxiway Light Fixtures |
| 150/5345-47C | Specifications for Series to Series Isolation Transformers for Airport Lighting System |
| 150/5345-49C | Specification L-854, Radio Control Equipment |
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights |
| 150/5345-51B | Specification for Discharge-Type Flasher Equipment |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI) |
| 150/5345-53D | Airport Lighting Equipment Certification Program |
| 150/5345-54B | Specification for L-884, Power and Control Unit for Land and Hold Short |
| 150/5345-55A | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure |

| NUMBER | TITLE |
|-----------------------------|--|
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS) |
| 150/5360-12E | Airport Signing and Graphics |
| 150/5360-13 and Change 1 | Planning and Design Guidance for Airport Terminal Facilities |
| 150/5360-14 | Access to Airports By Individuals With Disabilities |
| 150/5370-2F | Operational Safety on Airports During Construction |
| 150/5370-10F | Standards for Specifying Construction of Airports |
| 150/5370-11B | Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement |
| 150/5370-13A | Off-Peak Construction of Airport Pavement Using Hot-Mix Asphalt |
| 150/5370-15B | Airside Applications for Artificial Turf |
| 150/5370-16 | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavement |
| 150/5370-17 | Airside Use of Heated Pavement Systems |
| 150/5380-6B | Guidelines and Procedures for Maintenance of Airport Pavements |
| 150/5390-2C | Heliport Design |
| 150/5395-1 | Seaplane Bases |
| 150/5100-14D | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects |
| 150/5100-17 and Changes 1-6 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5300-9B | Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects |
| 150/5200-37 | Introduction to Safety Management Systems (SMS) for Airport Operators |
| 150/5300-15A | Use of Value Engineering for Engineering Design of Airports Grant Projects |
| 150/5320-17 | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals |
| 150/5370-6D and Changes 1-4 | Construction Progress and Inspection Report – Airport Grant Program |
| 150/5370-12A | Quality Control of Construction for Airport Grant Projects |
| 150/5380-7A | Airport Pavement Management Program |

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non

discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - (1) Describes the requests;
 - (2) Provides an explanation as to why the requests could not be accommodated; and
 - (3) Provides a time frame within, if any, the airport will be able to accommodate requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

- A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
- B. It will insert the following clauses in every contract subject to the Act and the Regulations:

"During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. *Compliance with Regulations.* The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination.* The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment.* In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. *Information and Reports.* The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions or Noncompliance.* In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. *Withholding of payments to the contractor under the contract until the contractor complies, and/or*
- b. *Cancellation, termination, or suspension of the contract, in whole or in part.*

6. *Incorporation of Provisions.* The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."

- C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- E. It will include the following clauses, as appropriate:

"1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
 2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
1. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.

CITY OF GRAND RAPIDS

Name of Sponsor

Don Papp

Signature Sponsor's Designated Official Representative

CITY ADMINISTRATOR

Title

9/10/13

Dated



U.S. Department
of Transportation
**Federal Aviation
Administration**

Great Lakes Region
Minneapolis Airports District Office
6020 28th Ave S, Room 102
Minneapolis, MN 55450

Phone: 612-253-4610
Fax: 612-253-4611

September 12, 2013

Ms. Cassandra Isackson, Director
Department of Transportation
Office of Aeronautics
222 East Plato Boulevard
St. Paul, Minnesota 55107-1618

Grand Rapids-Itasca County Regional Airport
Grand Rapids, Minnesota
AIP Project: 3-27-0037-17-13
Grant Offer

Dear Ms. Isackson:

Enclosed are the original and three copies of the Grant Offer issued by authority of the Administrator of the Federal Aviation Administration on behalf of the United States to pay the Government's share of the allowed and allowable project costs up to a maximum of **\$444,635.00** for the development in the project named above.

If the terms of the Grant Offer are satisfactory, we encourage its acceptance on or before **September 16, 2013**, and such acceptance should be accomplished by execution of the paragraph entitled Acceptance by an officer of the Sponsor who has been duly authorized to take such action. The Certificate of Sponsor's Attorney should be executed **following** execution of the above-mentioned paragraph.

The executed original copy of the Grant Agreement should be returned to this office.

Sincerely,

Chris Hugunin
Manager
Minneapolis Airports District Office



U. S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT

Date of Offer: September 12, 2013

Recipient: CITY OF GRAND RAPIDS & COUNTY OF ITASCA
(Herein called the Sponsors)

Project Number: 3-27-0037-17-13

Airport: Grand Rapids/Itasca County Airport, Grand Rapids, Minnesota

DUNS Number: 08-027-0526

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, ninety percent (90%) of the allowable costs incurred in accomplishing the project consisting of the following:

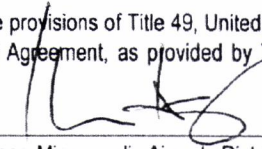
"Rehabilitate general aviation apron and adjoining pavement (approximately 3,200 sq yds); acquire land (Edverson property-Parcel No. 91-033-1204, 3.90 acres); reimbursement for obstruction removal (Yuhala property)";

as more particularly described in the Project Application dated July 25, 2013.

The maximum obligation of the United States payable under this Offer shall be **\$284,660** for airport development, \$0 for noise program implementation, **\$159,975** for land, and \$0 for planning.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Manager, Minneapolis Airports District Office

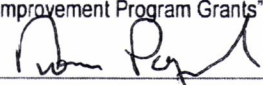
SPECIAL CONDITIONS

SEE ATTACHMENT A

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the May 2013 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on September 10, 2013.

Executed this 13th day of September, 2013



Signature of Sponsor's Designated Official Representative

CITY ADMINISTRATOR

Title

(Seal)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of Minnesota. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

Executed this ___ day of September, 2013

PROJECT NO.: 3-27-0037-17-13

DATE OF GRANT OFFER: September 12 2013

ACCEPTANCE OF ITASCA COUNTY

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein, in the Project Application, and in the May 2013 "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on September 10, 2013.

Executed this ___ day of September, 2013

Signature of Sponsor's Designated Official Representative

(Seal)

Title

CERTIFICATE OF ITASCA COUNTY'S ATTORNEY

I, _____, acting as Attorney for Itasca County do hereby certify: That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of Minnesota. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

Executed this ___ day of September, 2013

ATTACHMENT A: SPECIAL CONDITIONS

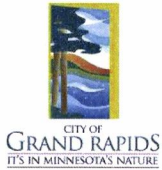
1. Agency Agreement. The sponsor will not amend, modify, or terminate the agency relationship between the sponsor, as principal, and State of Minnesota, as agent, created by the Agency Agreement entered into on July 2, 2004, without prior written approval of the FAA.
2. Pavement Projects \$250,000 or More. The sponsor agrees to perform the following:
 - (a) Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 - (1) The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation referenced in the contract specifications (D3666, C1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
 - (b) Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 - (c) Failure to provide a complete report as described in paragraph (b), or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - (d) The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor tests results are inaccurate.
3. Pavement Replacement or Reconstruction. For a project to replace or reconstruct pavement at the airport, the sponsor shall implement an effective airport pavement maintenance management program as is required by the assurance in Section III.C.11 of the "Terms and Conditions of Accepting Airport Improvement Program Grants". The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate, however, the program must, as a minimum, include the following:
 - (a) Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - (1) Location of all runways, taxiways, and aprons
 - (2) Dimensions
 - (3) Type of pavement
 - (4) Year of construction or most recent major rehabilitation

For compliance with the Airport Improvement Program assurances, pavements that have been constructed, reconstructed, or repaired with Federal financial assistance shall be so depicted.

ATTACHMENT A: SPECIAL CONDITIONS CONT.

- (b) Inspection Schedule.
 - (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, the frequency of inspections may be extended to three years.
 - (2) Drive-by Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.
 - (c) Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below.
 - (1) Inspection date
 - (2) Location
 - (3) Distress types
 - (4) Maintenance scheduled or performed

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - (d) Information Retrieval. An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
 - (e) Reference. Refer to Advisory Circular 150/5380-6, Guidelines and Procedures for Maintenance of Airport Pavements, for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.
4. Land Inventory Map. The Sponsor agrees to provide an acceptable land inventory map as outlined in Appendix 7 of Order 5190.6A, Airport Compliance Requirements, prior to the completion of the project.
5. Title Evidence Before Payment. It is understood and agreed by and between the parties hereto that the United States shall not make nor shall it be obligated to make any payment representing its share of the costs of acquiring fee simple title to Parcel 91-033-1204 (Edvenson), as shown on the Exhibit "A", until the Sponsor has submitted evidence satisfactory to the FAA that it has acquired the aforementioned property in and to each area for which grant payment may be requested and that such property interests were acquired in conformance with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646).



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0576 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 9/19/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Approve temporary liquor license for Itasca Curling Club.
Sponsors:
Indexes:
Code sections:
Attachments: [Itasca Curling Club - Application for Temp](#)

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

Approve temporary liquor license for Itasca Curling Club.

The Itasca Curling Club will host Spiel the weekend of November 21 - 24, 2013 and have submitted application for a 1-4 day temporary liquor license. All fees and proof of insurance have been received.

Approve temporary liquor for the Itasca Curling Club and authorize staff to submit to the application to Alcohol and Gambling Enforcement for final approval by State of Minnesota.

Approve temporary liquor license for Itasca Curling Club and forward to the State for final approval.



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

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

| | | | |
|--|---|-------------------|--------------|
| Name of organization | Date organized | Tax exempt number | |
| <i>ITASCA Curling Club</i> | | <i>23-7236242</i> | |
| Address | City | State | Zip Code |
| <i>920 Hale Lake Pointe (PO Box 863)</i> | <i>Grand Rapids</i> | <i>Minnesota</i> | <i>55744</i> |
| Name of person making application | Business phone | Home phone | |
| <i>KC Newstrom, Board Member</i> | | <i>327-1905</i> | |
| Date(s) of event | Type of organization | | |
| <i>November 21-24, 2013</i> | <input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit | | |
| Organization officer's name | City | State | Zip |
| <i>X Nancy Suva, President</i> | <i>Grand Rapids</i> | <i>Minnesota</i> | <i>55744</i> |
| <input type="button" value="Add New Officer"/> | | | |

Location where permit will be used. If an outdoor area, describe.

ITASCA Curling Club

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

N/A

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

See attachment

APPROVAL

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

| | |
|---|---------------|
| <i>City of Grand Rapids</i> <small>City/County</small> | Date Approved |
| <i>\$20.00</i> City Fee Amount | Permit Date |
| <i>9-18-13</i> Date Fee Paid | |

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

MINNESOTA LIQUOR LIABILITY ASSIGNED RISK PLAN
MINNESOTA JOINT UNDERWRITING ASSOCIATION
445 MINNESOTA ST SUITE 514
SAINT PAUL, MN 55101-0760
(651) 222-0484 OR 1-800-552-0013

CERTIFICATE OF INSURANCE FOR LIQUOR LIABILITY COVI

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO COVERAGE ON THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE CONTRACT LISTED BELOW.

POLICY NUMBER: 12-0014
CONTRACT PERIOD: 12:01 A.M. 12/31/2012 TO 12:01 A.M. 12/31/2013

CONTRACT HOLDER & ADDRESS
ITASCA CURLING CLUB
PO Box 863
GRAND RAPIDS, MN 55744

SCHEDULED PREMISES: ITASCA CURLING CLUB, 902 HALE LAKE POINT, GRAND RAPIDS, MN 55744

THIS IS TO CERTIFY THAT THE CONTRACT OF COVERAGE DESCRIBED HEREIN HAS BEEN ISSUED TO THE CONTRACT HOLDER NAMED ABOVE AND IS IN FORCE AT THIS TIME. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN TO THE COVERAGE AFFORDED BY THE CONTRACT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE CONTRACT.

TYPE OF COVERAGE
LIMITS OF LIABILITY

| | | |
|--------------------------|------------|-----------------|
| BODILY INJURY | \$ 50,000 | EACH PERSON |
| | 100,000 | EACH OCCURRENCE |
| PROPERTY DAMAGE | \$ 10,000 | EACH OCCURRENCE |
| LOSS OF MEANS OF SUPPORT | \$ 50,000 | EACH PERSON |
| | 100,000 | EACH OCCURRENCE |
| PECUNIARY LOSS | \$ 50,000 | EACH PERSON |
| | 100,000 | EACH OCCURRENCE |
| ANNUAL AGGREGATE | \$ 300,000 | ANNUALLY |

IF THE ABOVE CONTRACT BE CANCELLED BEFORE THE EXPIRATION DATE THE CONTRACTOR SHALL MAIL 60 DAYS WRITTEN NOTICE TO THE BELOW NAMED CERTIFICATE HOLDER. IF THE CANCELLATION IS FOR NON PAYMENT OF PREMIUM, THE PLAN WILL MAIL A NOTICE TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER NAME & ADDRESS CITY OF GRAND RAPIDS
120 N. POKEGAMA AVE
GRAND RAPIDS, MN 55744
DATE OF ISSUE: 11/05/2012

AGENCY NAME & ADDRESS

Grand Rapids State Agency
11 NW 5th St
Grand Rapids MN 55744

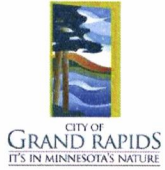
Amy Gordon

AUTHORIZED REPRESENTATIVE

CITY OF GRAND RAPIDS
*** CUSTOMER RECEIPT ***
DATE: 09/18/13 TIME: 16:31:19

| DESCRIPTION | PAY CD | AMOUNT |
|---------------------|--------|--------|
| LIQUOR | 2 | 20.00 |
| ITASCA CURLING CLUB | 6394 | |
| TOTAL AMOUNT DUE | | 20.00 |
| AMOUNT TENDERED | | 20.00 |
| CHANGE DUE | | .00 |

TRANS #: 13 CASHIER CODE: DKM
BATCH #: C130918 REGISTER ID: 1



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0577 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 9/19/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Accept resignation of Ron Niemala and direct staff to begin the process of filling the vacancy.
Sponsors:
Indexes:
Code sections:
Attachments: [Niemala - Resignation](#)

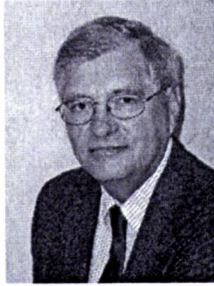
| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Accept resignation of Ron Niemala and direct staff to begin the process of filling the vacancy.

Ron Niemala was appointed to the Planning Commission on August 27, 2007 to fill an un-expired term. Mr. Niemala was re-appointed on March 1, 2010 for a term of four years. Upon his resignation, the Planning Commission will need to fill the un-expired term through March 1, 2014.

Accept the resignation of Mr. Ron Niemala from the Planning Commission and authorize staff to fill the vacancy.

Accept resignation of Ron Niemala and direct staff to begin the process of filling the vacancy.



Ronald Niemala - Financial Services

214 NW First Avenue,
Grand Rapids, MN 55744
Office [218] 326-0304; Mobil [218] 259-1930; FAX [218] 999-0051

RECEIVED

SEP 17 2013

CITY OF GRAND RAPIDS

September 17, 2013

Grand Rapids City Council
Grand Rapids Planning and Zoning Commission

RE: Resignation

Due to upcoming time commitments and work that I am pursuing relating to the protection of all Minnesota voters' rights I tender by resignation form the Planning and Zoning Commission effective September 20, 2013.

The defense of constitutional rights is of such great importance, that any time that I have available must be dedicated to preserving the right of the voting public.

I appreciate the confidence that the City Council placed in me to serve on this commission.

Sincerely,

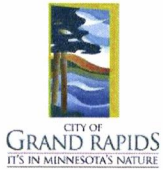
Ronald P. Niemala, LUTCF

Ronald Niemala – Financial Services

Registered Representative*

214 N.W. First Avenue, Suite "G" • Grand Rapids, MN 55744
218-326-0304 • Mobil 218-259-1930

** Securities offered through Brokers International Financial Services, LLC., Panora, Iowa Member FINRA/SIPC
Brokers International Financial Services, LLC and Ronald Niemala – Financial Services are not affiliated.*



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0581 **Version:** 1 **Name:** Amended Arbo Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 9/19/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: A modified agreement with Arbo Township
Sponsors:
Indexes:
Code sections:
Attachments: [Amendment 1 GR-Arbo Agreement for Public Works.pdf](#)

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

A modified agreement with Arbo Township

Background Information:

The City currently has an agreement with Arbo Township to provide a public works employee and rink attendant. This agreement does not fully the employees while they are working in Arbo Township. As a result City staff met with the Arbo Township Board and have developed amendments to make the agreement a win-win for both entities. The amended agreement is attached.

Staff Recommendation:

City staff is recommending the amended agreement with Arbo Township.

Requested City Council Action

Consider approval of the amended agreement with Arbo Township.

AMENDMENT 1 TO THE MODIFIED
INTERLOCAL AGREEMENT BETWEEN
CITY OF GRAND RAPIDS AND TOWNSHIP OF ARBO
FOR PUBLIC WORKS MAINTENANCE SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2013, by the City of Grand Rapids ("Grand Rapids") and Arbo Township ("Arbo"), neighboring municipal corporations organized and existing under the laws of the State of Minnesota.

RECITALS

WHEREAS, Arbo desires to renew its contract with Grand Rapids for the provision of public works maintenance services; and

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

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

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

WHEREAS, this Modified Agreement replaces and nullifies all prior Agreements.

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

1. Scope of Services:

1.1 Grand Rapids will provide the services described on Exhibit "A" attached hereto through the services of a full-time, union, public works employee hired by Grand Rapids specifically for the purpose of providing services to Arbo, ~~at an annual cost to Grand Rapids, which includes benefits, of \$55,100.~~ The employee will be made available to Arbo for as many hours needed to perform the services requested by Arbo; any time not spent performing services for Arbo will be spent performing services for Grand Rapids. ~~One representative from the Arbo Board of Supervisors will be allowed to sit on the hiring board; however, Grand Rapids shall have final hiring approval authority over the employee.~~

1.2 In addition to the services described above, Grand Rapids will supply to Arbo an Ice Rink Attendant.

1.3 Grand Rapids agrees to furnish the labor necessary to perform its obligations under this agreement. Arbo agrees to supply the equipment, facilities and supplies necessary for Grand Rapids to perform its obligations. All such property shall remain the property of Arbo

and Grand Rapids shall not obtain any interest therein. Should it become necessary for Grand Rapids to use its own equipment in the performance of services on behalf of Arbo, Arbo agrees to ~~execute a separate agreement with Grand Rapids to cover the use and cost of that equipment~~ pay the rates identified in Exhibit "B".

1.4 Grand Rapids will maintain responsibility for all personnel providing services under this agreement and shall maintain workers compensation coverage for its employees. Arbo agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify Grand Rapids for any and all liability claims occurring while Grand Rapids personnel and equipment are working under the direction of Arbo. These indemnities shall include attorney's fees and costs that may arise from third-party claims related to the provision of services under this agreement.

2. Consideration:

2.1 In consideration of the services provided by Grand Rapids to Arbo pursuant to this Agreement, Arbo shall pay to Grand Rapids an hourly fee ~~for the public works employee of \$29.14. This fee is computed by taking the annual cost of the public works employee, multiplied by a 10% administrative fee to Grand Rapids, divided by 2080 hours for a fulltime employee (\$55,100 x 10% ÷ 2080 = \$29.14).~~ The ice rink attendant will be paid at the rate of 8/hr.as identified in the following table:

| <u>Effective Date</u> | <u>Rate</u> |
|---------------------------------|-------------------------|
| <u>10-1-13 through 12-31-13</u> | <u>\$32.38 per hour</u> |
| <u>1-1-14 through 6-30-14</u> | <u>\$33.04 per hour</u> |
| <u>7-1-14 through 12-31-14</u> | <u>\$34.55 per hour</u> |

2.2 In addition to an hourly rate Arbo shall pay for a portion of the public works benefits that are not included in the hourly rate. These benefits include Flexible Time Off (FTO), Comp Time, Holiday, Training Hours, and one pair of work boots per year. Arbo's annual expense for these items will be based on the utilization rate of the public works employee. The utilization rate will be calculated by taking hours worked in Arbo and dividing it by the actual total hours worked in Arbo and Grand Rapids. The total benefits cost will then be prorated by the utilization rate and invoiced as a lump sum expense to Arbo once per year within 30 days after December 31st of said year.

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2.3 If the public works employee is laid off and Grand Rapids incurs Unemployment Compensation expenses, Arbo shall cost participate in those expenses based on the utilization rate from the previous calendar year.

2.4 The hourly fee for the Rink Attendant shall be \$8.00 per hour plus FICA, Medicare, Workers Comp, and any other required expense. If a specific person works an additional season, the rate shall increase by \$0.25 per hour plus required expenses. A season is typically December 1st to March 1st of the next year.

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2.25 All work performed by Grand Rapids Public Works staff and the ice rink attendant on behalf of Arbo must be submitted in the form of a time card to Public Works

Director Jeff Davies. Any overtime that is to be performed on behalf of Arbo Township must first be authorized in writing by the Arbo Board Chair. Overtime requested and authorized will be charged for at an hourly rate in excess of the fee agreement under Section 2.1.

2.36 All work performed by Grand Rapids Public Works staff on behalf of Arbo under this agreement must be invoiced for and billed to the Arbo Town Board by the 15th of every month. Payment shall be due within thirty (30) days and shall be payable to the City of Grand Rapids Finance Department. Failure to pay invoices within thirty (30) days shall result in a 5% late penalty for that payment.

3. Designated Representative: The only designated representative of Arbo authorized to request the performance of services under this Agreement is the Board Chair or Vice Board Chair in the absence of the Chairperson.

4. Term and Termination: The term of this agreement shall be from ~~the date executed and shall extend until terminated~~ October 1, 2013, through December 31, 2014. Any party hereto may terminate this agreement upon sixty (60) day's written notice to the other. The parties may annually review the services being provided by Grand Rapids and the consideration paid by Arbo for the same, and may modify this agreement if necessary pursuant to Section 9 of this agreement. All rates stated in Section 2.1 shall remain in effect until modified pursuant to this Section.

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

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

7. Indemnification:

7.1 Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgments or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement, except as otherwise stated in Section 1.4 of this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

7.2 This section shall survive termination of this agreement.

8. Dispute Resolution: In the event of any dispute or difference arising by reason of this agreement or any provision or term thereof, the dispute or difference shall be resolved jointly by the Grand Rapids City Administrator and the Arbo Board Chair or Vice Board Chair in the absence of the Chairperson.

9. Amendments: The parties may mutually waive, amend or modify parts of this agreement, but such amendments, modifications, changes or waivers shall not be binding unless

they are in writing and signed by personnel authorized to bind the parties. Waiver of breach of any term of this agreement shall not be considered a waiver of any prior or subsequent breach.

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

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

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

13. Assignment: Neither Grand Rapids nor Arbo will assign or transfer any rights or interest in this Agreement.

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

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

Arbo Township
Attn: Elaine Johnson, Clerk
28915 Bello Circle
Grand Rapids, MN 55744

CITY OF GRAND RAPIDS

ARBO TOWNSHIP

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A

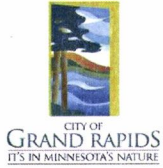
Services to be provided include, but are not limited to:

- Street cleaning
- Maintenance and upkeep of public facilities and grounds
- Maintenance and upkeep of streets, roads and drainage ditches
- Design, manufacture and installation of street signs
- Storm water management functions necessary to maintain compliance
- Snow removal

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EXHIBIT B

| <u>PUBLIC WORKS</u> | |
|--|---|
| <u>Equipment Hourly rates: **</u> | |
| <u>Pickups #201-255, 257-290, 294</u> | <u>\$25.00</u> |
| <u>Trucks -2#252, 286-289, 293, 295-299</u> | <u>\$45.00</u> |
| <u>Heavy equipment #256, 281, 284, 285, 292</u> | <u>\$80.00</u> |
| <u>Equipment #27, 28, 38</u> | <u>\$25.00</u> |
| <u>Chipper, compressor, steamer</u> | <u>\$25.00</u> |
| <u>Lawn movers/weed eaters</u> | <u>\$15.00</u> |
| <u>Zamboni Ice Resurfacer</u> | <u>\$175.00 per resurface (includes labor & transportation)</u> |
| <u>Materials: **</u> | |
| <u>MC Mix</u> | <u>\$75.00/ton</u> |
| <u>Salt/Sand</u> | <u>\$30.00/yard</u> |
| <u>Salt</u> | <u>\$53.00/yard</u> |
| <u>Paint</u> | <u>\$13.37/gal.</u> |
| <u>Magnesium Chloride</u> | <u>\$.69/gal.</u> |
| <p>** Rates apply to contract services provided for Intergovernmental agencies such as Itasca County, MNDOT, ICC, School District 318, and the DNR. Hourly wage and benefits to be included in addition to listed hourly equipment rates.</p> | |



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0580 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 9/19/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Adopt a Resolution to Accept a Matching Grant from the DNR to the Fire Department
Sponsors:
Indexes:
Code sections:
Attachments:

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

Adopt a Resolution to Accept a Matching Grant from the DNR to the Fire Department

Background Information:

On May 14th, 2013, the City Council allowed the fire department to apply for a DNR grant of up to \$5,000 in matching funds to be used for wildland suppression equipment needs. Based on the availability of funding, the Grand Rapids Fire Department was successful in receiving a grant of up to \$2,000 in matching funds from the Minnesota DNR.

Staff Recommendation:

Approve the adoption of a resolution accepting the matching grant from the DNR.

Requested City Council Action

Consider adopting a resolution to accept a \$2,000 matching grant from the Minnesota DNR for fire department equipment.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0559 **Version:** 1 **Name:** Board & Commission Minutes
Type: Minutes **Status:** Approved
File created: 9/16/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Acknowledge the attached minutes for Boards & Commissions.
Sponsors:
Indexes:
Code sections:
Attachments: [April 9, 2013 Police Civil Service](#)
[June 17, 2013 Police Civil Service Special Meeting](#)
[June 25, 2013 Police Civil Service Special Meeting](#)
[August 12, 2013 PUC Special Meeting](#)
[August 14, 2013 PUC](#)
[July 11, 2013 PUC](#)
[July 30, 2013 PUC Special Meeting](#)
[August 20, 2013 Golf Board](#)

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

Acknowledge the attached minutes for Boards & Commissions.

GRAND RAPIDS CIVIL SERVICE COMMISSION MEETING
TUESDAY, APRIL 9, 2013 – 3:00 P.M.
CONFERENCE ROOM 2B
CITY HALL – 420 NORTH POKEGAMA AVENUE

CALL TO ORDER: Pursuant to due notice and call thereof, a regular meeting of the Grand Rapids Police Civil Service Commission was held in Conference Room 2B of City Hall on Tuesday, April 9, 2013 at 3:05 p.m.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners Jim Martinetto & Mike Marsh. Absent: Commissioner Wanda Bunes.

Others Present: Police Chief Jim Denny

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER MARTINETTO, SECOND BY COMMISSIONER MARSH TO APPROVE MINUTES FOR FEBRUARY 12, 2013, MARCH 12, 2013 REGULAR MEETINGS AND MARCH 18, 2013 SPECIAL MEETING. The motion passed by unanimous vote.

Discuss Transcriptionist position:

Chief Denny discusses recent process for interviewing and advises that no individual has been selected from the certified list of candidates. Chief Denny requests Commission de-certify list from previous interviews, return to the applicant list and conduct interviews of the next seven applicants ranking between 82% and 85%.

MOTION BY COMMISSIONER MARSH, SECONDED BY COMMISSIONER MARTINETTO TO DE-CERTIFY PREVIOUSLY CERTIFIED CANDIDATE LIST FROM MARCH 18, 2013 CONSISTING OF KATHY GUNDERSON CONNIE KITTLESON AND CRYSTAL LORI AND PLACE CANDIDATES BACK ON APPLICANT LIST. The motion passed by unanimous vote.

MOTION BY COMMISSIONER MARTINETTO, SECOND BY COMMISSIONER MARSH TO CONTINUE WITH CURRENT APPLICANT LIST, INTERVIEWING THE NEXT SEVEN CANDIDATES RANKING FROM 82% TO BELOW 86%. The motion passed by unanimous vote.

Interviews will be conducted at a special meeting on Wednesday, April 17, 2013.

The next regular meeting is scheduled for May 14, 2013 unless otherwise noted.

There being no further business, the meeting adjourned at 3:37 p.m.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk

**GRAND RAPIDS POLICE CIVIL SERVICE COMMISSION
SPECIAL MEETING
MONDAY, JUNE 17, 2013 AT 10:00 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a special meeting of the Grand Rapids Police Civil Service Commission was held City Hall Conference Room 2B, Grand Rapids, Minnesota on Monday, June 17, 2013 at 10:00 AM.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners Jim Martinetto, Wanda Bunes, Mike Marsh. Absent: None.

Others present: Jim Denny, Steve Schaar, Lynn DeGrio.

Commissioner Martinetto called the meeting to order at 10:00 a.m.

Police Officer Hiring Process

Reviewed process to date. Sixty-three applications were received, forty-eight were invited to test, thirty followed through and completed testing. Past practice has been to interview individuals with 50 total points and higher. Ms. DeGrio recommends that the Commission maintain consistency and interview applicants based on the same criteria.

**MOTION BY COMMISSIONER BUNES, SECOND BY COMMISSIONER
MARTINETTO, TO INTERVIEW APPLICANTS WITH A TOTAL
SCORE OF 50 POINTS AND HIGHER. The motion passed by unanimous
vote.**

Interview dates are June 25th & 26th, beginning at 10:30 am & 8:30 am, respectively. The interview panel will consist of the all Commission members, Asst. Chief of Police Steve Schaar and Police Sergeant Bill Giese.

Police Chief Denny advises that the final three will be required to take an emotional intelligence test as well as pass a background check and psychiatric evaluation.

There being no further business the meeting adjourned at 10:46 a.m.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk

**GRAND RAPIDS POLICE CIVIL SERVICE COMMISSION
SPECIAL MEETING
TUESDAY, JUNE 25, 2013 AT 10:00 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a special meeting of the Grand Rapids Police Civil Service Commission was held at City Hall Conference Room 2B, Grand Rapids, Minnesota on Monday, June 17, 2013 at 10:30 AM.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners Jim Martinetto, Wanda Bunes, Mike Marsh. Absent: None.

Others present: Jim Denny, Steve Schaar, Bill Giese, Lynn DeGrio.

Commissioner Martinetto called the meeting to order at 10:30 a.m.

Conducted interviews for Police Officer position.

Interviewed eight applicants.

MOTION BY COMMISSIONER BUNES, SECOND BY COMMISSIONER MARTINETTO, TO RECESS THE MEETING UNTIL WEDNESDAY, JUNE 26, 2013 AT 8:00 AM. The motion passed by unanimous vote.

Reconvened on Wednesday, June 26, 2013 at 8:00 AM.

Continued Police Officer interviews.

Interviewed nine applicants.

MOTION BY COMMISSIONER MARTINETTO, SECOND BY COMMISSIONER BUNES TO CERTIFY THE FOLLOWING LIST OF NAMES TO THE ELIGIBILITY LIST FOR ONE YEAR:

| | |
|-----------------------|------------------------|
| Tyler Bodin | Andrew Haken |
| Joseph Rabbers | Cory Rondeau |
| Travis Martin | Jeffrey Roerick |
| Jeffrey Madsen | Jordan Smart |
| Matthew Nardo | Joshua DeLong |

POLICE CHIEF DENNY TO CONDUCT SECOND INTERVIEWS WITH TYLER BODIN, JOSEPH RABBERS AND ANDREW HAKEN. The motion passed by unanimous vote.

There being no further business the meeting adjourned at 3:20 p.m.

Respectfully submitted: Lynn DeGrio, Human Resources Director

August 12, 2013

A special meeting of the Grand Rapids Public Utilities Commission was held on August 12, 2013 at 4:00 PM in Conference Room 2B of the Grand Rapids City Hall Building, 420 Pokegama North Avenue, Grand Rapids, MN.

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

Others Present: General Manager Ward and Paul Steinman, Springsted Incorporated.

President Welliver acknowledged the posting of the special meeting date, time and purpose. The purpose of the meeting was to ratify the issuance of the \$2,305,000 City of Grand Rapids, Minnesota (Public Utilities Commission) taxable General Obligation Utility Revenue Bonds, Series 2013C.

Mr. Steinman reviewed the results of the \$2,305,000 City of Grand Rapids, Minnesota (Public Utilities Commission) taxable General Obligation Utility Revenue Bonds, Series 2013C bond offering. Three bid proposals were received and evaluated. Mr. Steinman informed the Commission that he would recommend awarding the sale of the bonds to BOSCO, Inc., a subsidiary of Bok Financial Corporation at a true interest rate of 3.9431 %.

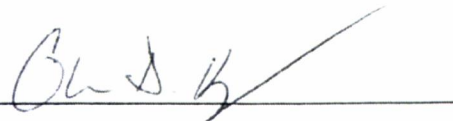
Commissioner Hodgson moved to adopt Resolution No. 08-12-13—02 Approving the issuance and sale of \$2,305,000 City of Grand Rapids, Minnesota (Public Utilities Commission) taxable general obligation utility Revenue Bonds, Series 2013C. The action seconded by Commissioner Zabinski and upon roll call the following voted in favor thereof: President Welliver, Commissioners Hodgson, Zabinski and Lenius; Against: None, whereby the Resolution was declared duly passed and adopted.

Upon a motion duly made and seconded, the meeting was adjourned at 4:05 PM.



Stephen R. Welliver, President

Attest:



Glen D. Hodgson, Secretary

A regular meeting of the Grand Rapids Public Utilities Commission was held on August 14, 2013 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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

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

Motion by Chandler to approve the minutes of the July 11, 2013 regular meeting and the July 30, 2013 special meeting. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the July 2013 City Treasurer's Report and Investment Activity Report with the Commission. Commissioner Hodgson requested a line be added to the Investment Activity Report to compare the actual reserves to the amount calculated according to the Cash Reserve Policy adopted in July 2013

Motion by Zabinski to approve the City Treasurer's Report and Investment Activity Report for July 2013. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver acknowledged public forum. None present.

Commission Member Reports:

Commissioner Zabinski reported he is currently representing the City Council on a group discussing collaboration between communities in Itasca County. The possibility of using the Public Utilities jetter/vactor truck in other communities was discussed. The truck has been used in emergency situations to assist other communities in the past. The management staff was directed to contact other communities to assess their needs, and follow up on the requirements of operation as well as economic feasibility of using the vehicle outside of the Grand Rapids Public Utilities service territory.

Administration:

The Commission tabled considering listing the former Wastewater Treatment Facility "buffer zone" property with a realtor. Management staff was directed to research possibility of using a commercial real estate agent from the Mpls./St. Paul area. Staff will also research IRRRB funds that may be available for demolition and the requirements of such funds based on future development of the property.

Motion by Hodgson to approve the roster of delegates to represent the Grand Rapids Public Utilities Commission on matters before the Minnesota Municipal Utilities Association, and authorize the Secretary to sign the same, as follows:

The Grand Rapids Public Utilities Commission, hereby designates Anthony T. Ward as its duly authorized and delegation representative to cast its vote on all matters to come before the membership of the Minnesota Municipal Utilities Association. This appointment shall be valid until such time as it may be, from time to time, amended by this body. Also, the following are designated as alternatives to the designated representative: 1). Tyanne L. Betts 2.) Jeremy J. Goodell. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

Finance Manager Betts reviewed the July 2013 Operations Report with the Commission.

Motion by Chandler to authorize the write-off of uncollectible accounts in the amount of \$60.04. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Electric Department:

Superintendent of Electric Distribution Goodell reviewed the July 2013 Operations Report with the Commission.

Wastewater Treatment Facility Operations:

General Manager Ward reviewed the July 2013 Operations Report with the Commission. Wastewater Treatment Department Manager Mattson is attending a conference in Minneapolis.

Water/Wastewater Collection:

Water/Wastewater Collection/Safety Manager Doyle reviewed the July 2013 Operations Report with the Commission.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month. Noise profile testing was completed at the Wastewater Treatment Facility in July.

GRPUC Discussion/Correspondence:

Metro Mechanical Consultants, LLC – Plumbing Course Update, April 17, 2013, Grand Rapids, MN – Doug Gustafson.

MN Department of Health-Northeast Water Operators School, May 15-17, 2013, Grand Rapids, MN – Dennis Doyle, Rick Fox, Doug Gustafson, Rob Larson, Jim Bocinsky.

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
JULY 2013

| NAME | AMOUNT | NAME | AMOUNT |
|--------------------------------|-----------|------------------------------------|------------|
| AE2S | 24,618.27 | League of Minnesota Cities | 68.93 |
| Alcola Solutions | 23,207.96 | League of Minn Cities Ins Trust | 21.00 |
| AmeriPride Services | 121.63 | The Local Boy | 408.57 |
| Applied Environmental Sciences | 3,007.52 | Measurement Specialties | 1,505.75 |
| Arrow Embroidery | 256.00 | Mielke Electric Works | 936.87 |
| Arrow Photo | 43.28 | Minn Dept of Labor & Industry | 100.00 |
| Autumn Creek Consulting | 2,187.90 | Minnesota Municipal Utilities Asso | 470.00 |
| Avenet | 30.00 | Minnesota Office of Enterprise Te | 36.00 |
| Baker Tilly Virchow Krause | 5,227.00 | Minnesota Power | 819,612.04 |
| Bob Howendobler | 9,212.50 | Minnesota Power | 675.27 |
| Border States Electric | 22,700.26 | Minnesota Rural Water Assoc | 235.00 |
| Bunes Septic Service | 210.00 | Mobile Predictive Services | 375.00 |
| Burggrafs Ace Hardware | 523.59 | Nelson Roofing | 227.44 |
| Busy Bees Quality Cleaning | 2,078.71 | Neo Solutions | 44,068.55 |
| Call Net | 998.52 | Nextera | 818.00 |
| Casper Construction | 972.80 | Nord Auto Parts | 64.06 |
| Chemsearch | 185.81 | North American Salt | 6,660.57 |
| Citi Lights | 8,177.00 | North Central Laboratories | 2,202.82 |
| City of Grand Rapids | 7,134.41 | Northeast Technical Services | 2,078.50 |
| Clusia's | 569.72 | Northern Business Products | 506.83 |
| Climate Makers | 971.73 | Northern Drug Screening | 92.00 |
| Cole Hardware | 956.30 | Northwest Gas | 71.97 |
| Commercial Asphalt Repair | 2,650.00 | Novaspect | 786.60 |
| Computer Enterprises | 320.24 | ODC | 667.97 |
| Dakota Supply Group | 1,238.98 | Pace Analytical | 590.34 |
| Davis Oil | 2,674.04 | Personnel Dynamics | 11,135.45 |
| Door Service | 88.17 | PFC Equip inc | 5,163.10 |
| Dennis Doyle | 128.26 | Pipeline Supply | 202.47 |
| En Pointe Technologies Sales | 11,347.10 | Pitney-Bowes | 181.66 |
| Energy Insight Inc | 4,709.19 | Pokegama Electric Inc | 22,109.95 |
| Era Laboratories | 2,275.00 | Polydyne | 47,732.73 |
| Express Services Inc | 7,347.24 | Public Utilities Commission | 2,777.57 |
| Frame Up | 594.77 | R K Hillman | 234.00 |
| Gopher State One-Call | 1,093.30 | Radtke Trucking | 20,634.23 |
| Grainger | 434.92 | Railroad Management Co | 132.87 |
| Graybar | 406.84 | Rapids Printing | 725.77 |
| Great Northern Services | 4,716.91 | Rapids Process Equipment | 8,729.45 |
| Green Again Lawn &Aeration | 2,746.69 | Rapids Rental & Supply | 46.75 |
| H D Waterworks | 8,758.01 | Red Rock Radio | 472.00 |
| Hammerlund Construction | 12,443.48 | Resco | 165.65 |
| Hawkins Inc | 8,825.71 | Rick's Electric | 3,695.00 |
| Hawkinson Sand & Gravel | 347.57 | River Road Market | 1,295.46 |
| H R Direct | 194.97 | Salmela Jewelers | 1,528.92 |
| Industrial Fluid Technologies | 117.84 | Sandstroms | 502.45 |
| Itasca Computer Resources | 4,100.67 | Sawmill Inn | 2,981.85 |
| Itasca County Treasurer | 2,376.66 | Scheck Industrial Corp | 3,577.67 |
| Itasca Utilities Inc | 600.00 | Stuart Irby Co | 2,345.41 |
| Itron | 604.43 | T & R Electric | 16.03 |
| Johnson Killen Seiler | 585.00 | T & R Service Co | 4,598.00 |
| KOZY | 588.00 | Thein Well | 560.00 |
| L & M Supply | 357.34 | Total Tool | 127.00 |
| Lake States Tree Service | 1,309.22 | Turf & Tree Inc | 2,875.03 |
| Lano, O'toole, Bengston | 1,156.00 | Upbeat | 329.02 |

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
JULY 2013

| NAME | AMOUNT |
|--------------------------|---------------------|
| United Electric | 84.32 |
| Viking Electric Supply | 192.69 |
| Viking Industrial Center | 80.80 |
| W P & R S Mars | 590.49 |
| Waste Management | 731.24 |
| Waste Management | 945.88 |
| WDIO-TV | 810.00 |
| Wells Fargo Business | 1,412.55 |
| Wells Fargo Bank | 525.00 |
| Wesco | 97,894.98 |
| June White | 70.00 |
| Wings & Willows | 794.78 |
| Xerox | 252.92 |
| Zee Medical Service | 42.96 |
| Energy Star Rebates: | |
| Kenneth Forst | 50.00 |
| Mark Wetschka | 50.00 |
| Norman Plumley | 50.00 |
| Charlotte Matthews | 50.00 |
| Pauline Roy | 50.00 |
| Rebecca Alto | 75.00 |
| Joel Adamson | 80.00 |
| Total | <u>1,331,516.64</u> |

ACCOUNTS PAYABLE CHECK REGISTER 7/31/2013
WELLS FARGO BANK

| CHECK NO | CHECK DATE | VEN NO | V E N D O R | Check Amount |
|---------------|------------|--------|---|--------------|
| MANUAL CHECKS | | | | |
| 2381 | 7/01/2013 | 1613 | DELTA DENTAL OF MINNESOTA | 3,609.00 |
| 2382 | 7/11/2013 | 1734 | ING INSTITUTIONAL PLAN SERVICES LLC | 4,723.60 |
| 2383 | 7/12/2013 | 700 | MINNESOTA DEPT OF REVENUE | 3,820.66 |
| 2384 | 7/12/2013 | 1232 | WELLS FARGO BANK | 22,775.46 |
| 2385 | 7/12/2013 | 458 | PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | 12,531.26 |
| 2386 | 7/12/2013 | 1734 | ING INSTITUTIONAL PLAN SERVICES LLC | 6,753.58 |
| 2387 | 7/15/2013 | 1612 | SELECTACCOUNT | 2,322.54 |
| 2388 | 7/19/2013 | 890 | MINNESOTA DEPARTMENT OF REVENUE | 259.00 |
| 2389 | 7/15/2013 | 1611 | SELECTACCOUNT | 766.00 |
| 2390 | 7/26/2013 | 700 | MINNESOTA DEPT OF REVENUE | 3,511.58 |
| 2391 | 7/26/2013 | 1232 | WELLS FARGO BANK | 21,087.19 |
| 2392 | 7/26/2013 | 458 | PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | 11,848.57 |
| 2393 | 7/26/2013 | 1734 | ING INSTITUTIONAL PLAN SERVICES LLC | 6,510.99 |
| 2394 | 7/26/2013 | 1734 | ING INSTITUTIONAL PLAN SERVICES LLC | 4,351.34 |
| 2395 | 7/17/2013 | 1611 | SELECTACCOUNT | 339.00 |
| 2396 | 7/29/2013 | 1612 | SELECTACCOUNT | 2,322.54 |
| 2397 | 7/31/2013 | 67 | BLUE CROSS BLUE SHIELD | 47,834.29 |
| 63431 | 7/02/2013 | 570 | U S POST OFFICE | 684.44 |
| 63432 | 7/02/2013 | 1572 | MINNESOTA ENERGY RESOURCES CORP | 17.21 |
| 63433 | 7/02/2013 | 1585 | STANDARD INSURANCE COMPANY | 975.14 |
| 63434 | 7/02/2013 | 1835 | VERIZON WIRELESS | 239.04 |
| 63435 | 7/02/2013 | 1873 | GRAND RAPIDS AREA COMMUNITY FOUNDATION | 388.22 |
| 63436 | 7/05/2013 | 921 | UNITED PARCEL SERVICE | 54.94 |
| 63438 | 7/09/2013 | 570 | U S POST OFFICE | 658.28 |
| 63439 | 7/12/2013 | | FIVE STAR LIVING OF GR LLC | 1,035.03 |
| 63442 | 7/15/2013 | 603 | WARD, ANTHONY T. | 97.75 |
| 63444 | 7/15/2013 | 604 | ANTHONY WARD - PETTY CASH | 370.34 |
| 63551 | 7/16/2013 | 288 | ITASCA UTILITIES INC | 102,479.82 |
| 63552 | 7/17/2013 | 217 | GRAND RAPIDS STATE BANK | 57.66 |
| 63553 | 7/17/2013 | | GRAND MANOR III 022 | 4.61 |
| 63554 | 7/17/2013 | | EMMA ZS LILLIANS | 23.64 |
| 63555 | 7/17/2013 | 1580 | G L BERG ENTERTAINMENT | 210.00 |
| 63556 | 7/17/2013 | 1954 | BELLADIVA | 1,890.00 |
| 63557 | 7/18/2013 | | TUUNBRIDGE, TRACY L | 34.83 |
| 63558 | 7/18/2013 | 835 | UNITED STATES POSTAL SERVICE | 2,000.00 |
| 63559 | 7/18/2013 | | NORTH BANK PROFESSIONAL BLDG INC | 54.79 |
| 63560 | 7/19/2013 | 1773 | WELLS FARGO ADVISORS | 100,000.00 |
| 63561 | 7/19/2013 | 570 | U S POST OFFICE | 563.56 |
| 63562 | 7/25/2013 | 1955 | PATZOLDT-MANBECK, BRYNDEN | 9,120.00 |
| 63563 | 7/25/2013 | 1585 | STANDARD INSURANCE COMPANY | 951.64 |
| 63564 | 7/25/2013 | 921 | UNITED PARCEL SERVICE | 40.90 |
| 63569 | 7/26/2013 | 570 | U S POST OFFICE | 755.15 |
| 63570 | 7/26/2013 | 601 | WALMART STORE 1609 | 564.69 |
| 63571 | 7/26/2013 | 1956 | MADDEN'S ON GULL LAKE | 996.24 |
| 63572 | 7/26/2013 | 1218 | CITY OF LAPRAIRIE | 19,171.85 |
| 63573 | 7/31/2013 | 100 | CITY OF GRAND RAPIDS | 72,333.33 |

ACCOUNTS PAYABLE
WELLS FARGO BANK

| CHECK NO | CHECK DATE | VEN NO | V E N D O R | Check Amount |
|----------|------------|--------|--|-------------------|
| 63574 | 7/31/2013 | 100 | CITY OF GRAND RAPIDS | 45,026.74 |
| 63575 | 7/31/2013 | | HERITAGE TIRE | 535.34 |
| 63576 | 7/31/2013 | | MEDFORD, ROBERT M | 123.51 |
| 63577 | 7/31/2013 | 282 | ITASCA COUNTY TREASURER | 5,057.00 |
| 63578 | 7/31/2013 | | BIRD, JEANNE M | 25.47 |
| | | | Manual Check previously approved 7/17/13 | <u>102,479.82</u> |
| | | | Manual Checks to be approved | <u>419,427.94</u> |
| | | | Total | 521,907.76 |

A regular meeting of the Grand Rapids Public Utilities Commission was held on July 11, 2013 at 3:30 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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

Members Absent: None.

Others Present: General Manager Ward, Finance Manager Betts, Interim Wastewater Treatment Facility Manager Heinritz, Superintendent of Electric Distribution Goodell, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Attorney Bengtson.

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

Motion by Zabinski to approve the minutes of the June 12, 2013 regular meeting. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the June 2013 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Chandler to approve the City Treasurer's Report and Investment Activity Report for June 2013. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver acknowledged public forum. None present.

Commission Member Reports:

Commissioner Chandler reported the Personnel Committee recommendations will be addressed with the Administration agenda items.

The Commission viewed Powerpoint presentations on Minnesota Power Resource Planning and Formula Based Rates by Ms. Julie Pierce and Ms. Marcia Podratz, respectively.

Election of Officers:

President Welliver called for nominations for the office of President. Motion by Secretary Hodgson to nominate President Welliver for the office of President. No other nominations were placed. Motion seconded by Commissioner Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Secretary Hodgson to close nominations and declare President Welliver elected to the office of President. Motion seconded by Commissioner Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver called for nominations for the office of Secretary. Motion by Commissioner Chandler to nominate Secretary Hodgson for the office of Secretary. No other nominations were placed. Motion seconded by Commissioner Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Commissioner Chandler to close nominations and declare Secretary Hodgson elected to the office of Secretary. Motion seconded by Commissioner Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver called for two appointments to serve on the Personnel Committee. Motion by Commissioner Zabinski to re-appoint Commissioner Hodgson and Commissioner Chandler to the Personnel Committee. Motion seconded by Commissioner Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Administration:

Motion by Zabinski to adopt the proposed Load Management – Customer Generation Credit Rate Schedule, effective August 1, 2013. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Lenius to confirm hiring the Selection Committee's preferred candidate, Mr. Steven R. Mattson, for the position of Wastewater Treatment Department Manager. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

In anticipation that the Grand Rapids Public Utilities Commission would award a contract for construction of the Industrial Force Main Replacement-Segment B project, provide funding for said project and reduce the cost of funding by issuing the bonds in conjunction with a City of Grand Rapids bond sale, General Manager Ward recommended the Grand Rapids Public Utilities Commission adopt the proposed Resolution 07-11-13-01.

Motion by Chandler adopt Resolution 07-11-13-01 approving the issuance and sale of Taxable General Obligation Wastewater Revenue Bonds, Series 2013C (PUC), by the City of Grand Rapids, Minnesota in the approximate aggregate principal amount not to

exceed \$2,770,000. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

Finance Manager Betts reviewed the June 2013 Operations Report with the Commission.

Motion by Zabinski to authorize the write-off of uncollectible accounts in the amount of \$37.80. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Manager Betts reviewed the proposed Cash Reserve Policy. Based on the calculation factors in the proposed policy, the minimum cash reserve for 2013 would be \$4,542,427.00. Under the proposed policy, the minimum cash reserve amount would be calculated on an annual basis.

Motion by Zabinski to adopt the proposed Cash Reserve Policy. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Electric Department:

Superintendent of Electric Distribution Goodell reviewed the June 2013 Operations Report with the Commission.

Motion by Hodgson to authorize expenditures for a power pole inspection and evaluation survey in an amount not to exceed \$68,605.90 (\$62,369.00 + 10%). Quotes in excess of this amount would need to be brought before the Commission at the August regular meeting for further review and consideration. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Wastewater Treatment Facility Operations:

Interim Wastewater Treatment Facility Manager Heinritz reviewed the June 2013 Operations Report with the Commission.

General Manager Ward reviewed the bid results for the "Industrial Force Main Replacement-Segment B" project with the Commission. The engineer's estimated probable cost of the project \$2,540,000.00. The project is scheduled for completion in the spring of 2014.

The Commission was informed that, pursuant to the Advertisement for Bids for the Industrial Force Main Replacement-Segment B, seven bids were received and opened

at 2:00 PM, July 9, 2013, in the Conference Room at the Public Works/Public Utilities Service Center, in the presence of General Manager Ward, Administrative/HR Assistant Flannigan, and Jason Benson, PE of Advanced Engineering and Environmental Services, Inc. (AE2S). Mr. Benson tabulated the bids as follows:

| | |
|---------------------------------|----------------|
| - Hammerlund Construction, Inc. | \$1,913,000.00 |
| - Casper Construction, Inc. | \$1,950,400.00 |
| - R. Larson Excavating, Inc. | \$2,398,195.00 |
| - S.J. Louis Construction, Inc. | \$2,412,000.00 |
| - Utility Systems of America | \$2,437,990.00 |
| - RJS Construction Group | \$2,616,393.75 |
| - Meyer Contracting | \$2,682,324.00 |

The bid results were reviewed by Mr. Benson and based upon this review, AE2S recommended awarding the contract to Hammerlund Construction, Inc.

Motion by Chandler to award the contract for the "Industrial Force Main Replacement-Segment B" project to the low bidder, Hammerlund Construction, Inc. in the amount of \$1,913,000.00. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Chandler, Zabinski and Lenius; Against: None; Abstained: Hodgson, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection:

Water/Wastewater Collection/Safety Manager Doyle reviewed the June 2013 Operations Report with the Commission.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month. Noise profile testing will be completed at the Wastewater Treatment Facility on July 24, 2013.

GRPUC Discussion/Correspondence:

No items.

Change Orders:

Motion by Zabinski to approve Change Order #4-Rock Bores for \$11,250.00, Change Order #5-Rock Bores for \$10,545.00 and Change Order #6- Stabilization Mulch/Inlet Protection for \$5,540.00 and Change Order #7-Dig/Expose Existing Underground Utilities for \$3,850.00 from Itasca Utilities, Inc. for the Golf Course Road Overhead to Underground Conversion Project. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Claims for Payment:

Motion by Chandler to approve Pay Request #2 from Itasca Utilities, Inc. for 100% completion less a 5% retainage (\$111,503.42 less \$9,023.60) for the Golf Course Road Overhead to Underground Conversion Project in the amount of \$102,479.82. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to authorize the verified claims for payment in the amount of \$2,073,837.99 (\$1,197,997.86 computer checks and \$875,840.13 manual checks) per attached lists. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Commissioner Zabinski reported that the City of Grand Rapids is collaborating with the Iron Range Iron Range Resources and Rehabilitation Board (IRRRB) and the City of LaPrairie on infrastructure project grant funding requests for the years 2014 and 2015.

A special meeting to consider results of the water and wastewater revenue requirement update and review the pro-forma balance sheet and income statement was scheduled for July 30th at 3:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

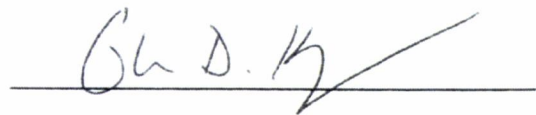
The next regular Commission meeting is Wednesday, August 14, 2013 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Upon a motion duly made and seconded, the meeting was adjourned at 5:40 PM.



Stephen R. Welliver, President

Attest:



Glen D. Hodgson, Secretary

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
JUNE 2013

| NAME | AMOUNT | NAME | AMOUNT |
|-----------------------------|-----------|-----------------------------------|--------------|
| AAF International | 2,874.19 | Minnesota Dept of Health | 50.00 |
| ABM | 2,418.29 | Minnesota Municipal Utilities | 6,012.75 |
| AE2S | 16,251.43 | Minnesota Office of Enterprise Te | 36.00 |
| Alcola Solutions | 4,411.52 | Minnesota Pollution Control Agenc | 23.00 |
| American Payment Centers | 142.00 | Minnesota Power | 874,545.92 |
| American Public Power Assoc | 198.00 | Minuteman Press | 76.95 |
| AmeriPride Services | 96.03 | Neo Solutions | 55,091.81 |
| Aramark | 201.24 | Nextera | 813.34 |
| Arrow Embroidery | 106.88 | Nord Auto Parts | 14.37 |
| Autumn Creek Consulting | 2,468.40 | North American Salt | 2,255.24 |
| Bob Howendobler | 6,187.90 | North Central Laboratories | 499.01 |
| Burggrafs Ace Hardware | 92.46 | Northeast Technical Services | 14,340.53 |
| Eric Burris | 547.85 | Northern Business Products | 1,557.97 |
| Busy Bees Quality Cleaning | 1,964.36 | Northwest Gas | 34.18 |
| C 7 Seas Rentals / Neumayer | 175.00 | Tom Otten | 84.99 |
| Call Net | 995.00 | Pace Analytical | 425.06 |
| Casper Construction | 9,923.90 | Personnel Dynamics | 9,815.02 |
| Citi Lights | 3,861.00 | Pipeline Supply | 136.68 |
| City of Grand Rapids | 19,652.41 | Pitney-Bowes | 2,860.21 |
| Cole Hardware | 880.74 | Presto Print | 217.49 |
| Computer Enterprises | 106.86 | Public Utilities Commission | 2,660.11 |
| DSC Communications | 428.60 | Quality Flow Systems | 17,979.58 |
| Dakota Supply Group | 1,247.87 | R K Hillman | 234.00 |
| Davis Oil | 2,360.22 | Radtke Trucking | 30,093.44 |
| Deer River Hired Hands | 15.00 | Rapids Process Equipment | 458.95 |
| Dennis Doyle | 129.39 | Red Rock Radio | 590.00 |
| Duluth Paper & Specialties | 348.20 | Reese Rubber Stamp Co | 26.71 |
| Energy Insight Inc | 2,850.53 | Resco | 930.35 |
| Era Laboratories | 250.00 | River Road Market | 1,487.51 |
| Express Services Inc | 4,320.03 | SelectAccount | 165.60 |
| Fashion to Fit | 13.90 | Shaw Florists | 41.63 |
| Glens Army Navy | 29.98 | Silvertip Signs & Design | 166.73 |
| Gopher State One-Call | 881.60 | SL-Serco | 900.00 |
| Grainger | 535.92 | Stokes | 56.78 |
| Grand Rapids Newspapers | 467.55 | Stuart Irby Co | 10,081.66 |
| Graybar | 1,985.52 | Thelen Heating & Roofing | 1,521.00 |
| Great Northern Services | 1,048.80 | Total Tool | 85.50 |
| HVAC Services Inc | 1,705.50 | Treasure Bay Printing | 936.06 |
| H D Waterworks | 499.96 | Turf & Tree Inc | 1,664.35 |
| Hawkins Inc | 4,894.79 | US Bank | 431.25 |
| Itasca Computer Resources | 5,332.64 | United Electric | 911.60 |
| Itasca County Highway Dept | 4,000.00 | United States Post Office | 200.00 |
| Itasca County Treasurer | 2,269.35 | Viking Electric Supply | 607.82 |
| J B Kaiser Jewelers | 455.92 | W P & R S Mars | 1,361.59 |
| JDI Contracts Inc | 17,687.50 | Waste Management | 1,472.32 |
| J N Johnson Fire & Safety | 868.90 | WDIO-TV | 470.00 |
| KOZY | 735.00 | Wells Fargo | 492.46 |
| L & M Supply | 908.55 | Wesco | 17,713.58 |
| Lano, O'toole, Bengston | 731.00 | Xerox | 290.69 |
| Rob Larson | 24.97 | Zee Medical Service | 37.05 |
| Locators & Supplies Inc | 595.86 | Energy Star Rebates: | |
| Lorman Education Services | 222.25 | James Mostoller | 30.00 |
| MacRostie Art Center | 879.52 | Darleen Holcomb | 30.00 |
| Med Compass | 28.00 | | |
| MESERB | 2,670.74 | Total | 1,197,997.86 |

* * * GRAND RAPIDS PUBLIC UTILITIES * * *
 ACCOUNTS PAYABLE CHECK REGISTER 6/30/2013
 WELLS FARGO BANK

| CHECK NO | CHECK DATE | VEN NO | V E N D O R | Check Amount |
|---------------|------------|--------|---|--------------|
| MANUAL CHECKS | | | | |
| 2362 | 6/03/2013 | 1762 | WELLS FARGO CORPORATE TRUST | 59,325.00 |
| 2363 | 6/14/2013 | 700 | MINNESOTA DEPT OF REVENUE | 3,759.22 |
| 2364 | 6/14/2013 | 1232 | WELLS FARGO BANK | 22,415.56 |
| 2365 | 6/14/2013 | 458 | PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | 12,380.25 |
| 2366 | 6/14/2013 | 1734 | ING INSTITUTIONAL PLAN SERVICES LLC | 6,616.29 |
| 2367 | 6/05/2013 | 1611 | SELECTACCOUNT | 254.00 |
| 2368 | 6/10/2013 | 1612 | SELECTACCOUNT | 2,850.00 |
| 2369 | 6/18/2013 | 890 | MINNESOTA DEPARTMENT OF REVENUE | 60,393.00 |
| 2370 | 6/27/2013 | 890 | MINNESOTA DEPARTMENT OF REVENUE | 46,000.00 |
| 2371 | 6/27/2013 | 1734 | ING INSTITUTIONAL PLAN SERVICES LLC | 1,190.16 |
| 2372 | 6/28/2013 | 700 | MINNESOTA DEPT OF REVENUE | 3,633.30 |
| 2373 | 6/28/2013 | 1232 | WELLS FARGO BANK | 21,692.45 |
| 2374 | 6/28/2013 | 458 | PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | 12,119.68 |
| 2375 | 6/28/2013 | 1734 | ING INSTITUTIONAL PLAN SERVICES LLC | 6,537.47 |
| 2376 | 6/14/2013 | 1612 | SELECTACCOUNT | 2,137.12 |
| 2377 | 6/03/2013 | 1613 | DELTA DENTAL OF MINNESOTA | 3,650.00 |
| 2378 | 6/28/2013 | 1612 | SELECTACCOUNT | 2,322.54 |
| 2379 | 6/24/2013 | 1611 | SELECTACCOUNT | 1,784.29 |
| 2380 | 6/28/2013 | 67 | BLUE CROSS BLUE SHIELD | 50,114.29 |
| 63280 | 6/03/2013 | 1835 | VERIZON WIRELESS | 239.04 |
| 63281 | 6/04/2013 | 1887 | PATZOLDT, KEN | 10,000.00 |
| 63282 | 6/07/2013 | 570 | U S POST OFFICE | 634.00 |
| 63283 | 6/10/2013 | 1773 | WELLS FARGO ADVISORS | 400,000.00 |
| 63284 | 6/10/2013 | 603 | WARD, ANTHONY T. | 94.69 |
| 63285 | 6/10/2013 | 1433 | WELLIVER, STEPHEN | 94.69 |
| 63286 | 6/10/2013 | | HANCOCK, PAULINE | 27.66 |
| 63287 | 6/11/2013 | | ROSIN TRUCK & TRAILER | 390.15 |
| 63288 | 6/13/2013 | 151 | DOYLE, DENNIS | 119.22 |
| 63289 | 6/13/2013 | 1585 | STANDARD INSURANCE COMPANY | 940.82 |
| 63290 | 6/13/2013 | 921 | UNITED PARCEL SERVICE | 68.50 |
| 63400 | 6/18/2013 | 570 | U S POST OFFICE | 537.56 |
| 63403 | 6/18/2013 | | HUSTAD, MARISSA | 71.57 |
| 63404 | 6/19/2013 | | MN DIRECT PROPERTIES | 17.96 |
| 63405 | 6/20/2013 | | SWEET, JONI | 23.00 |
| 63406 | 6/20/2013 | | TABAKA, JEFFERY & SANDRA | 4.07 |
| 63407 | 6/20/2013 | | HAGEN, ERIC | 17.60 |
| 63408 | 6/24/2013 | | MCDOWELL, SCOTT | 9.45 |
| 63409 | 6/24/2013 | 288 | ITASCA UTILITIES INC | 68,968.58 |
| 63410 | 6/25/2013 | 570 | U S POST OFFICE | 680.41 |
| 63411 | 6/24/2013 | 1232 | WELLS FARGO BANK | 5,000.00 |
| 63412 | 6/24/2013 | 1573 | MN BUREAU OF CRIMINAL APPREHENSION | 15.00 |
| 63413 | 6/26/2013 | 367 | MINNESOTA DEPT OF HEALTH | 5,027.00 |
| 63414 | 6/25/2013 | 374 | MINNESOTA POLLUTION CONTROL AGENCY | 96.00 |
| 63415 | 6/27/2013 | | JAGLO, PATRICIA | 28.03 |
| 63416 | 6/27/2013 | | OLSON, ROBERT R | 150.00 |
| 63417 | 6/27/2013 | | STEJSKAL, TERRY | 6.41 |

* * * GRAND RAPIDS PUBLIC UTILITIES * * *
 ACCOUNTS PAYABLE CHECK REGISTER 6/30/2013
 WELLS FARGO BANK

| CHECK NO | CHECK DATE | VEN NO | V E N D O R | Check Amount |
|----------|------------|--------|---|--------------------|
| 63418 | 6/27/2013 | | HOFSTAD, DARRIN & ANDREA | 207.73 |
| 63419 | 6/27/2013 | 374 | MINNESOTA POLLUTION CONTROL AGENCY | 55.00 |
| 63420 | 6/27/2013 | 386 | MINNESOTA W O A | 500.00 |
| 63421 | 6/27/2013 | 1218 | CITY OF LAPRAIRIE | 11,594.18 |
| 63422 | 6/30/2013 | 100 | CITY OF GRAND RAPIDS | 72,333.33 |
| 63423 | 6/28/2013 | | PROFICIENT CLEANERS INC | 936.12 |
| 63424 | 6/28/2013 | 374 | MINNESOTA POLLUTION CONTROL AGENCY | 55.00 |
| 63425 | 6/28/2013 | 100 | CITY OF GRAND RAPIDS | 45,691.32 |
| 63426 | 6/28/2013 | 386 | MINNESOTA W O A | 1,000.00 |
| | | | Manual Checks previously approved 6/12/2013 | <u>68,968.58</u> * |
| | | | Manual Checks to be approved | 875,840.13 |
| | | | Total | <u>944,808.71</u> |

07/30/13

A special meeting of the Grand Rapids Public Utilities Commission was held on July 30, 2013 at 3:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, MN.

Members present: President Welliver, Secretary Hodgson, Commissioner Chandler, Commissioner Lenius.

Members Absent: Commissioner Zabinski.

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

President Welliver acknowledged the posting of the special meeting date, time and purpose. The purpose of the meeting was stated as:

- Consider results of the water and wastewater revenue requirement update.
- Review the pro-forma balance sheet and income statement.
- Consider renewal of lease agreements with Pitney Bowes for the billing inserter and postage machines.

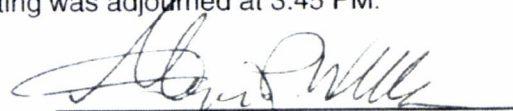
General Manager Ward presented the calculated revenue requirement for the water and wastewater departments. The requirement was determined using the cost of service model acquired from Advanced Engineering and Environmental Services, Inc. (AE2S) To meet the proposed requirement, Ward recommended implementing the multi-family residential water rate, which were proposed pending completion of the revenue requirement model and leak detection study, and increasing all water and wastewater collection rates from 3-5%, effective October 2013. Discussion followed on the financial impact to the utility operations and customers.

Motion by Hodgson to table considering adjustments to the water and wastewater collection rates and review the revenue requirements at the November 2013 meeting, with consideration to make any adjustments effective January 2014. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the pro-forma balance sheet and income statement, prepared by Baker Tilly Virchow Kraus, LLP, noting the operational ratios of the utility operations for 2012 compare very well with the industry standards.

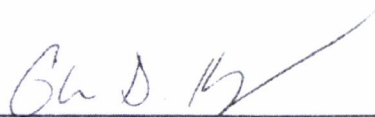
Motion by Chandler to approve the renewal of the five year lease agreement with Pitney Bowes for the billing inserter and postage machines, and authorize the General Manager to sign the contract, at a cost of \$872.01 per month. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Upon a motion duly made and seconded, the meeting was adjourned at 3:45 PM.



Stephen R. Welliver, President

Attest:


Glen D. Hodgson, Secretary

GRAND RAPIDS GOLF COURSE BOARD
 REGULAR MONTHLY MEETING
 August 20, 2013
 7:30 AM

Present: Jeff Ericson, Steve Forneris, Larry O'Brien, Ron Iannelli, Dan Richter

Absent: None

Staff: Bob Cahill Director of Golf
 Steve Ross Grounds Superintendent

- I. Jeff Ericson called the meeting to order.
- II. Ron Iannelli made a motion to accept the minutes of the July 16, 2013 Board meeting. Dan Richter seconded the motion. The motion passed.
- III. Consideration of monthly bills: Steve Forneris made a motion to approve the bill list. Ron Iannelli seconded the motion. The motion passed.

| | |
|--------------------------------|-----------|
| AMERIPRIDE LINEN & APPAREL | 57.50 |
| ARROW EMBROIDERY | 85.50 |
| BLUE CROSS & BLUE SHIELD OF MN | 1,316.50 |
| BURGGRAF'S ACE HARDWARE INC | 399.27 |
| ROBERT CAHILL | 120.00 |
| CENTRAL LANDSCAPE SUPPLY | 369.03 |
| CLUB CAR MINNESOTA | 1,275.50 |
| CITY OF COHASSET | 80.16 |
| COLE HARDWARE INC | 170.89 |
| CUMMINS | 152.71 |
| DAMBERG.SCOTT.GERZINA.WAGNER | 3,020.06 |
| DAVIS OIL | 2,844.50 |
| DELTA DENTAL OF MINNESOTA | 111.20 |
| CITY OF GRAND RAPIDS | 4,640.57 |
| GRAND RAPIDS CITY PAYROLL | 26,266.67 |
| GRAND RAPIDS STATE BANK | 1,898.14 |
| HAWKINSON SAND & GRAVEL | 544.52 |
| L&M SUPPLY | 785.48 |
| MN DEPT OF LABOR & INDUSTRY | 20.00 |
| MINNESOTA TORO | 1,316.67 |
| MINNESOTA UNEMPLOYMENT COMP FD | 846.00 |
| NEXTERA COMMUNICATIONS LLC | 8.65 |
| NORTHERN LAKES WINDOW CLEANING | 144.28 |
| NORTHERN SAFETY CO. INC. | 75.74 |
| NORTHLAND PORTABLES | 188.61 |
| PIONEER MUTUAL LIFE INS CO | 4.10 |
| PLAISTED COMPANIES INC | 1,266.04 |
| PRESTO PRINT | 53.44 |
| P.U.C. | 4,481.54 |
| NORTHERN MN WATER COND DBA | 247.19 |
| RAPIDS PLUMBING & HEATING INC | 169.20 |
| RAPID RENTAL | 150.00 |
| WILLIAM J SCHWARTZ & SON'S | 483.84 |
| STANGEL STUMP GRINDING | 897.75 |
| STOKES PRINTING COMPANY | 201.18 |
| TDS Metrocom | 236.96 |
| TESSMAN SEED COMPANY | 3,191.69 |
| UNITED PARCEL SERVICE | 41.89 |

| | |
|--------------------------------|-----------|
| VERIZON WIRELESS | 68.91 |
| VISA | 342.91 |
| WASTE MANAGEMENT | 254.33 |
| WITTEK GOLF SUPPLY COMPANY INC | 1,671.05 |
| WOODLAND STORAGE | 1,400.00 |
| ERIC SVENSSON | 306.73 |
| TOTAL ALL VENDORS: | 62,206.90 |

IV. Visitors: None

V. Grounds Superintendent: Steve Ross reported. Fairways are being aerated and should be finished today. New drain tiles have been installed on holes 8 and 12. Greens will be aerated the 3rd week in September. A fall Board tour of the course is planned for the September 17 meeting and the meeting will start at 7:00 at the golf course.

VI. Concessions: None

VII. Director of Golf: Bob Cahill reported. Rangers have been hired for the late afternoon and evening times and possibly be used throughout the day on the weekends. The new bathrooms construction process is awaiting the bidding process. Bob and Dan will meet with Tom Pagel to begin that process.

VIII. Old Business: None

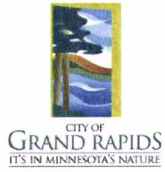
IX. New Business: None

X. Correspondence and Open Discussion: None.

XI. Adjourn: Dan Richter made a motion to adjourn the meeting. Ron Iannelli seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary



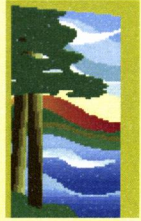
CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0562 **Version:** 2 **Name:** Community Development Department Report
Type: Department Head Report **Status:** Department Head Report
File created: 9/17/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Community Development Department Report
Sponsors:
Indexes:
Code sections:
Attachments: [Community Development September 2013 Dept. Head.pdf](#)

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

Community Development Department Report



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

Community Development

Department Report
September 23, 2013

Community Development Department



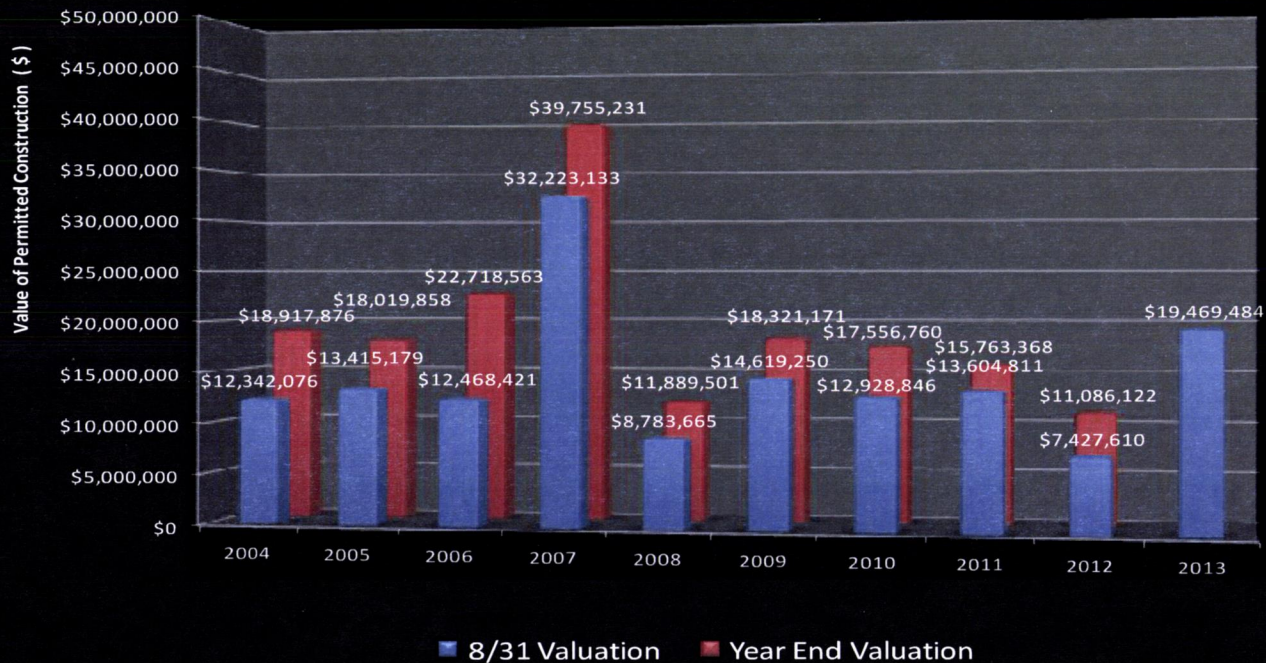
CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Building Safety Activity

Permit Valuation Year End & Aug. 31

Statistics

Building Permit Valuation History
2004-2013 Year End and August 31 YTD Statistics



Community Development Department

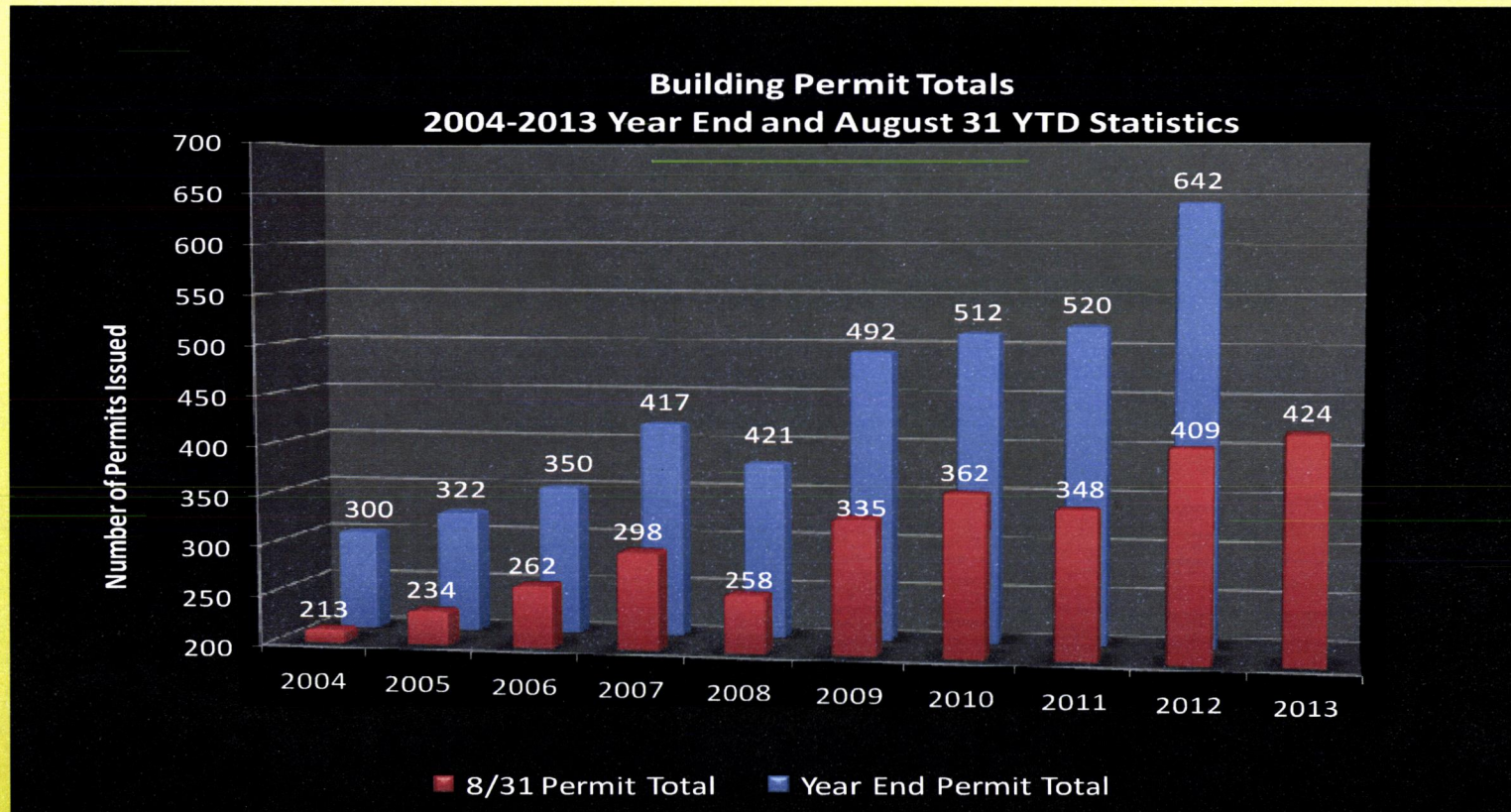


CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Building Safety Activity

Building Permit Year End & Aug. 31

Statistics



Previous charts do not take account of 60 Zoning Permits for projects valued at \$752,885

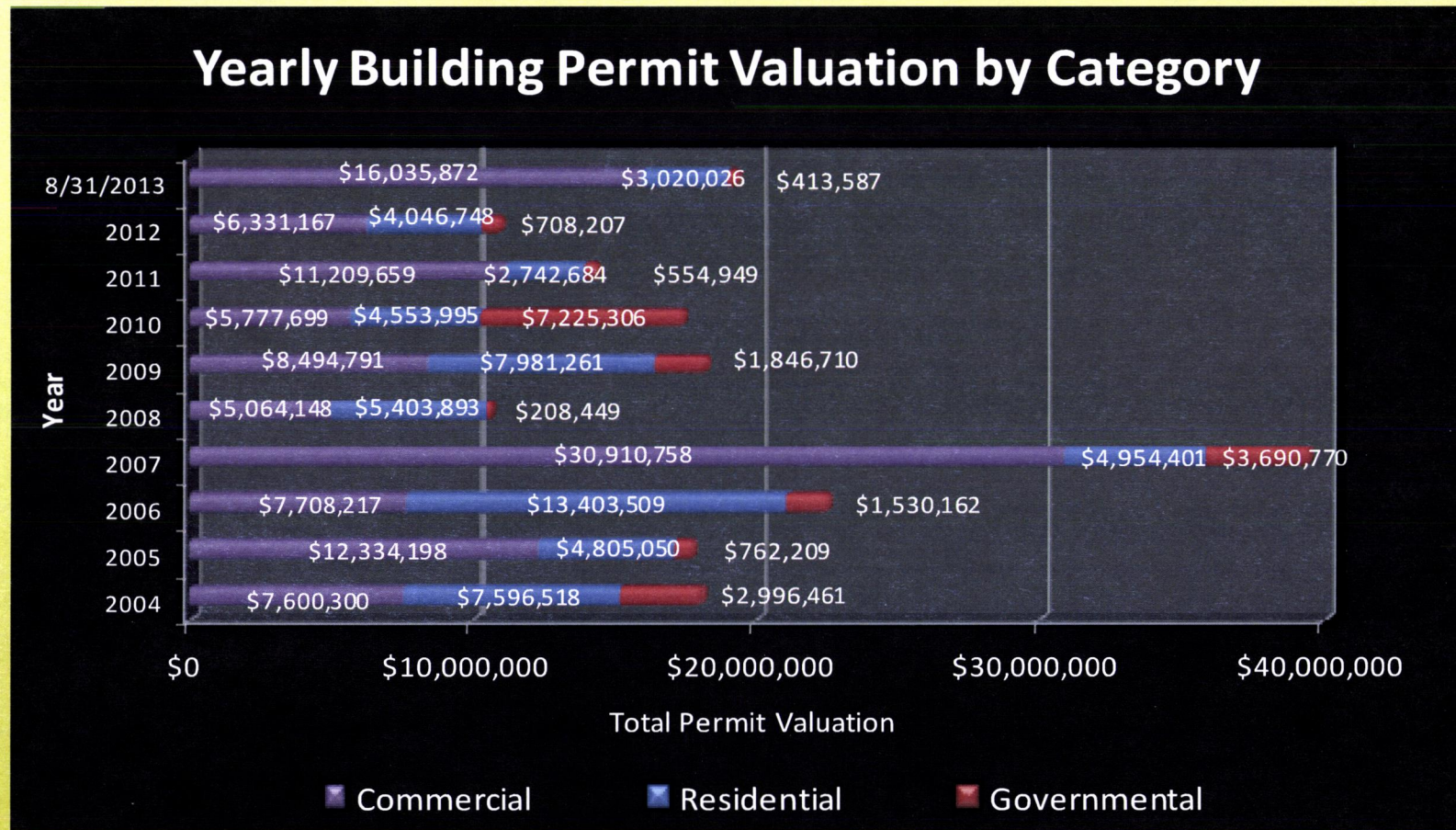
Community Development Department



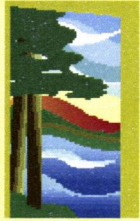
CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Building Safety Activity Year End & Aug. 31 Statistics

Yearly Building Permit Valuation by Category



Community Development Department



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

Building Safety Activity Permit Highlights

❖ **7 New Single Family - \$1.289M**

- (11 @ 8/31/10, 5 @ 8/31/11, 5 @ 8/31/12 - 8 year average @ 8/31 = 12)

❖ **Major Commercial Remodels/Additions**

- **Burger King - \$309K**
- **First Evangelical Lutheran - \$630K**
- **North Homes (former New Spirit Clinic) - \$294K**
- **Timberlake Lodge - \$175K**

❖ **Major New Commercial**

- **DC Manufacturing - \$800K**
- **Lakewood Heights Apartments (third of three 29 unit apart.) - \$1.6M**
- **Friesen Assisted Living - \$980K**
- **Frito Lay - \$360K**
- **Majestic Pines Senior Complex - \$8.5M**
- **1st Avenue Condominiums - \$4.5M**

❖ **Government/Institutional**

- **ICC Dailey Hall - \$248K**

Community Development Department



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

Building Safety Activity YTD Code Enforcement Activities

- ❖ **Addressed 3 Hazardous Building/Property Maintenance Code violations and continued work on two carry-overs from 2012**
- ❖ **Performed 992 on-site Building Permit construction inspections**
- ❖ **Completed 117 Commercial plan reviews and 172 residential plan reviews**
- ❖ **Building Official and Building/Fire Inspector now also performing Storm Water Ordinance inspections.**

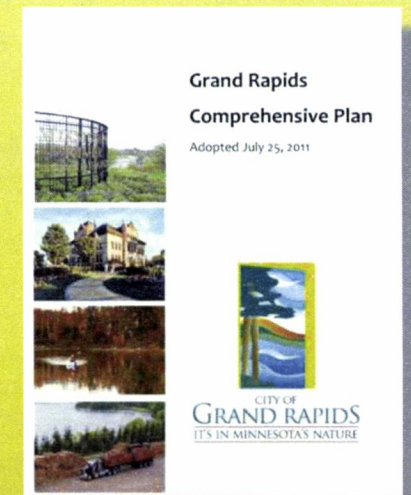
Community Development Department



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

Planning/Zoning Activity

- ❖ **2013 YTD Zoning Requests Addressed by the Commission**
 - 2 Rezoning - 2 Vacations - 3 Variances – 1 Subdivision - 2 Text Amendments
- ❖ **Implementation of *2011 Comprehensive Plan***
 - Completed the revised Subdivision Ordinance, with the exception of the Parkland Dedication section.
 - Developing the Parkland Dedication section as part of the Park and Trail Plan Update project. Staff will be bringing those proposed Subdivision Ordinance amendments forward for consideration.



Community Development Department

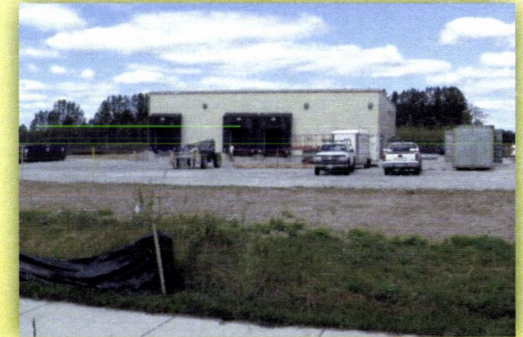


CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Economic Development Activity

❖ Frito Lay /Drewmark Holdings

- 5,000 sf, Distribution Depot in GREDA Airport S. Industrial Park – \$400K
- GREDA closed on sale of 1.7 acre parcel
- Groundbreaking held on July 25th.



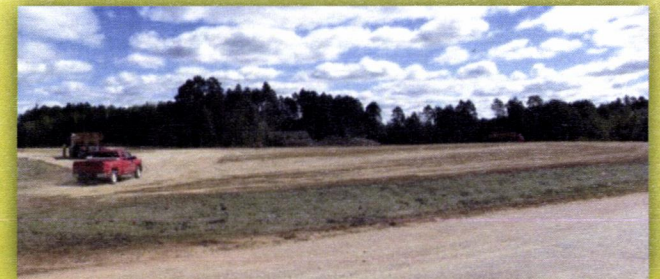
❖ 1st Avenue Condominiums/St. Joe's Redevelopment

- Two 18 unit market rate apartment buildings - \$5.5M
- GREDA contract for demolition/HMA and IRRRB grant admin. is complete
- Groundbreaking held on August 20th



❖ Hammerlund Const. Headquarters

- 5,000 sf office, 11,000 sf MES bldg. & yard - \$2.7M
- GREDA closed on the sale of 12.6 acre site on Co. Rd. 63
- GREDA contract for site work & IRRRB grant admin. in progress



Community Development Department



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

Economic Development Activity

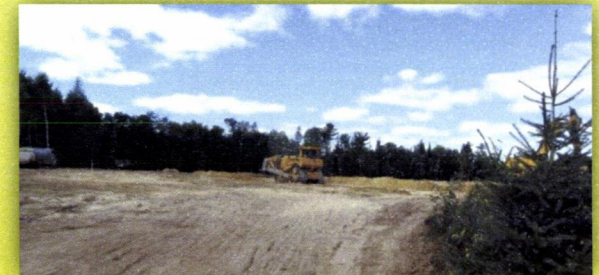
❖ DC Manufacturing

- 9,800 sf manufacturing facility - \$2.1M – complete & occupied since May
- GREDA contract for site development & IRRRB grant admin. completed in September
- GREDA closed on the sale of an additional 0.9 acre parcel for future expansion space.



❖ Majestic Pines Senior Living Complex

- 102,000 sf senior assisted living facility - \$11.0M
- Completed TIF Housing District analysis and approval on July 8th
- Groundbreaking held on September 4th.



❖ Central School Leasing

- 3 new tenants since spring
- 68% of the space leased – 1 space on Garden, 1 space on First and 2 spaces on 2nd floor available.
- Working with Arts and Culture Commission on an Artist in Residence program concept for temporary use of a vacant space.

Community Development Department



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

Economic Development Activity

❖ Retail Market Analysis

- Joint project with Chamber and VisitGR
- U of M Extension preparing an updated analysis of our market area

❖ Commercial Building Improvement Loans

- 501 NW 1st Ave. – new roof
- 105 NE 5th St. – new awning and windows

❖ SCDP Grant Application

- Collaborating with Itasca County HRA on a comprehensive grant application for commercial and residential rehab.

Community Development Department

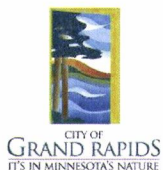


CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Community Development Dept. Staff

- ❖ **Aurimy Groom – Administrative Assistant**
- ❖ **Travis Cole – Building Official**
- ❖ **Eric Trast – Community Development Specialist**
- ❖ **Nathan Morlan – Building/Fire Inspector**

Community Development Department



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0543 **Version:** 1 **Name:** Resolution to award AAA Striping for 5th St N Restriping
Type: Agenda Item **Status:** Engineering
File created: 9/4/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Considering adopting a resolution awarding a contract to AAA Striping in their low bid amount of \$38,118.40 for the re-striping of 5th St N to convert the 4-lane roadway to a 3-lane roadway with dedicated bike lanes.

Sponsors:

Indexes:

Code sections:

Attachments: [9-23-13 Resolution 5th St N Re-striping Award Contract](#)
[GRANR123035_07_Final_Plans_082113](#)

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

Considering adopting a resolution awarding a contract to AAA Striping in their low bid amount of \$38,118.40 for the re-striping of 5th St N to convert the 4-lane roadway to a 3-lane roadway with dedicated bike lanes.

Background Information:

Two quotes were received for the re-striping of 5th Street N converting it from a 4-lane vehicle roadway to a 3-lane roadway with dedicated bike lanes. The low quote received was from AAA Striping in the amount of \$38,118.40, of which \$19,486.90 is attributed to the striping and signage required for the center-turn lane and \$18,631.50 is attributed to the striping and signage for the dedicated bike lanes. The lane conversion/re-striping will serve as a trial project providing the City with valuable insight when designing the overlay project for 5th Street N, which is scheduled for 2017, as well as provide bicyclists easier access to enter and/or drive through our busy central business district. The trial re-striping project will be funded with a \$15,000 grant from Blue Cross Blue Shield, a \$2000 donation from Get Fit Itasca, and the remaining \$21,118.40 coming from the City's PIR account. The work is to be completed before June 1, 2014. The resolution and plans are attached for your reference.

Staff Recommendation:

City staff recommends adopting the resolution awarding a contract to AAA Striping in their low bid amount of \$38,118.40 for the re-striping of 5th St N to convert the 4-lane roadway to a 3-lane roadway with dedicated bike lanes.

Requested City Council Action

Considering adopting a resolution awarding a contract to AAA Striping in their low bid amount of \$38,118.40 for the re-striping of 5th St N to convert the 4-lane roadway to a 3-lane roadway with dedicated bike lanes.

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

RESOLUTION NO. 13-__

**A RESOLUTION ACCEPTING QUOTE FOR
5th STREET NORTH RE-STRIPING PROJECT**

WHEREAS, pursuant to obtaining quotes for the 5th Street N Re-striping project, which includes the conversion of the 4-lane roadway to a 3-lane roadway with dedicated bike lanes. Quotes were received, opened, and tabulated according to law, and the following quotes were received:

| Bidder | Alternate 1 (Fall '13 construction) | Alternate 2 (Spring '14 construction) |
|---------------|--|--|
| AAA Striping | \$45,842.70 | \$38,118.40 |
| Century Fence | No quote submitted | \$51,428.00 |

WHEREAS, the City Engineer is recommending that Alternate 2 be awarded to AAA Striping;

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

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with AAA Striping in the name of the City of Grand Rapids for the 5th Street N Re-striping project, for a total contract amount of \$38,118.40 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 23rd day of September, 2013.

Dale Adams, Mayor

ATTEST:

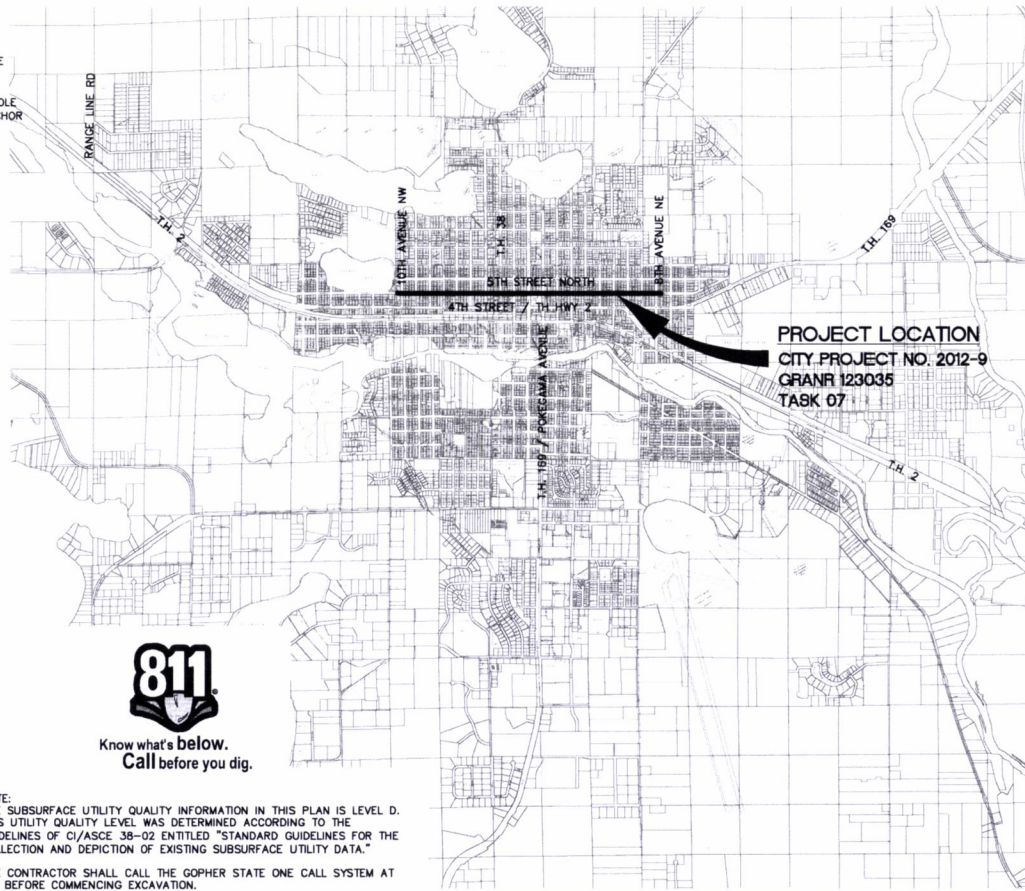
Kim Johnson-Gibeau, City Clerk

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

CITY OF GRAND RAPIDS, MINNESOTA

CONSTRUCTION PLANS FOR STRIPING AND SIGNING 5TH STREET NORTH RESTRIPING FROM 10TH AVENUE NW TO 8TH AVENUE NE

CITY PROJECT NO. 2012-9

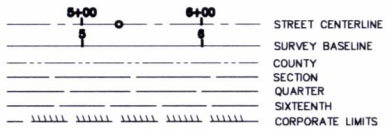


Know what's below.
Call before you dig.

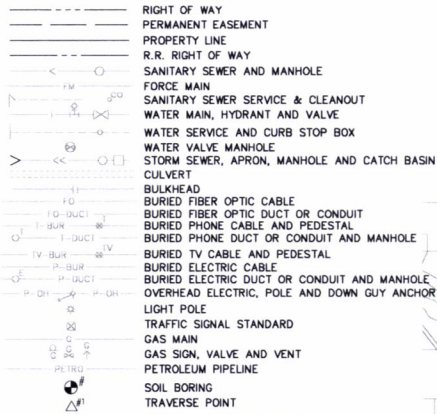
NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

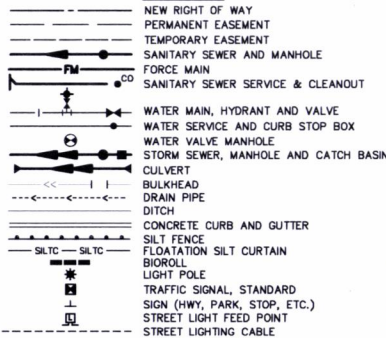
LEGEND



EXISTING



PROPOSED



GOVERNING SPECIFICATIONS
THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MANUAL, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS", - CURRENT EDITION.

INDEX

| SHEET NO. | DESCRIPTION |
|-----------|-----------------------------------|
| 1 | TITLE SHEET |
| 2 | STATEMENT OF ESTIMATED QUANTITIES |
| 3 | STRIPING DETAILS |
| 4-13 | STRIPING PLAN SHEETS |

THIS PLAN CONTAINS 13 SHEETS.

PROJECT LOCATION



APPROVED: _____ DATE: _____
CITY ENGINEER OF GRAND RAPIDS

GRAND RAPIDS, MINNESOTA



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew Wegwerth
MATTHEW WEGWERTH, PE

Date: AUGUST 19, 2013 Lic. No. 45016

FILE NO.
GRANR
123035
TASK 07

1
13

STATEMENT OF ESTIMATED QUANTITIES

| ITEM NO. | ITEM | UNIT | TOTAL | |
|----------|--|------|--------------------|---|
| | | | ESTIMATED QUANTITY | BASIS OF ESTIMATE |
| 1 | Mobilization | ls | 1 | |
| 2 | Traffic Control | ls | 1 | |
| 3 | Salvage Sign Panel, Type C | each | 19 | Signs not used shall be delivered to GRPW |
| 4 | Sign Panels, Type C | sf | 78.00 | Includes sign, 2 square posts and installation |
| 5 | Install Sign Panels, Type C | each | 8 | Installation of salvaged sign panel on new post |
| 6 | Remove Pavement Marking | lf | 7910 | 4" line |
| 7 | Pavement Message (Lt Arrow) Epoxy | each | 43 | |
| 8 | Pavement Message (Rt Arrow) Epoxy | each | 3 | |
| 9 | Pavement Message (Lt-Thru Arrow) Epoxy | each | 7 | |
| 10 | Pavement Message (Thru Arrow) Epoxy | each | 2 | |
| 11 | Pavement Message (Bicycle Lane) Epoxy | each | 44 | Includes arrows and symbol |
| 12 | Pavement Message (Shared Lane) Epoxy | each | 9 | Includes arrows and symbol |
| 13 | 12" Solid Line White - Epoxy | lf | 65 | Cross hatch |
| 14 | 12" Solid Line Yellow - Epoxy | lf | 260 | Cross hatch |
| 15 | 4" Double Solid Line Yellow - Epoxy | lf | 1470 | |
| 16 | 4" Solid Line White - Epoxy | lf | 13075 | Bike lane and turn lane |
| 17 | 4" Solid Line Yellow - Epoxy | lf | 5010 | Continuous center turn lane |
| 18 | 4" Broken Line White - Epoxy | lf | 48 | 2' long stripe, 6' spacing |
| 19 | 4" Broken Line Yellow - Epoxy | lf | 900 | 10' long stripe, 40' spacing |

ADDITIONAL SIGNS:

- PLACE 2 SIGNS AT THE INTERSECTION OF 10TH AVENUE NE AND TH 169. 2 PANELS ON ONE POST AND 1 PANEL ON THE OTHER POST.
- PLACE 1 SIGN AT THE INTERSECTION OF 13TH AVENUE NE AND TH 169. 2 PANELS ON 1 POST.
- TOTAL ADDITIONAL SIGN PANELS ARE 5 @ 18"x24" WHITE ON GREEN.
- 2 PANELS SHALL READ:



1 PANEL SHALL READ:



1 PANEL SHALL READ:



1 PANEL SHALL READ:



NOTES:

- SIGNS TO BE SALVAGED ARE LOCATED ON 6TH STREET NORTH FROM 10TH AVENUE NW TO 8TH AVENUE NE.
- ALL CONFLICTING PAVEMENT MARKINGS SHALL BE REMOVED
- ALL STRIPING LAYOUTS SHALL MEET MMUTCD.
- CONTRACTOR SHALL PROVIDE TEMPLATES FOR BICYCLE LANE AND SHARED LANE TO GRPW WHEN PROJECT IS COMPLETE.

P:\CADD\GRAND\123035\07-5th Street North Striping\3-final-dsgn\51-drawings\10-civil\cadd\cadd\123035_0710.dwg
8/27/2013 1:29 PM emmyy

DRAWN BY: MM
DESIGNER: MW
CHECKED BY: RB

| DESIGN TEAM | NO. | BY | DATE | REVISIONS |
|-------------|-----|----|------|-----------|
| | | | | |

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Matthew Wayne
Date: 08/27/13 Lic. No. 45016

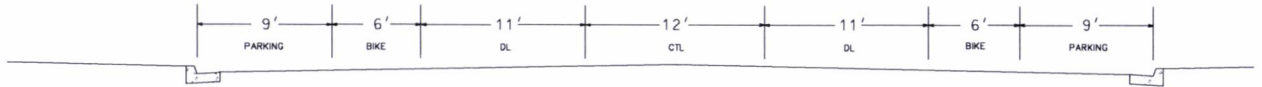


GRAND RAPIDS, MINNESOTA

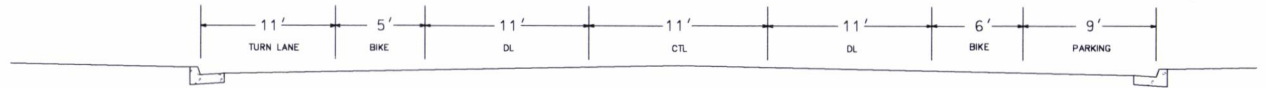
STATEMENT OF ESTIMATED QUANTITIES
5TH STREET SOUTH
CITY PROJECT 2012-9

FILE NO. GRAND 123035 TASK 07
2
13

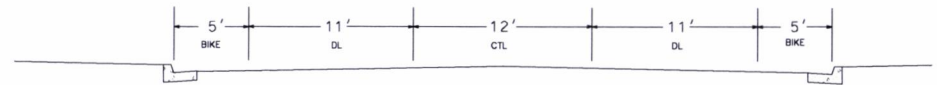
P:\E\A\GRAND\123035\07-5th Street North Striping\AS-ling-08p1\51-drawings\10-Civil\cadd\awg\unanna\GR123035_0717p.dwg
 8/7/2013 12:54 PM mmoody



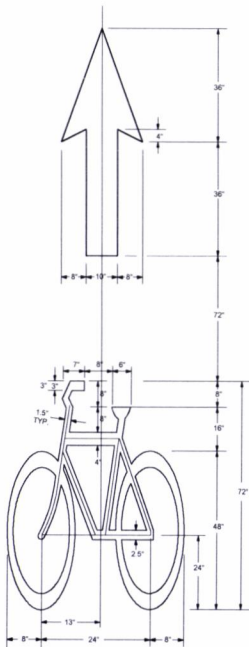
PROPOSED TYPICAL SECTION
 4TH AVENUE NW TO 3RD AVENUE NE
 (EXCLUDES HIGHWAY 38 INTERSECTION)
 (64' FACE/FACE)



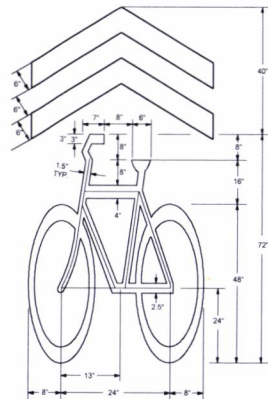
PROPOSED TYPICAL SECTION
 HIGHWAY 38 INTERSECTION
 (SEE PLANS FOR LAYOUT)
 (64' FACE/FACE)



PROPOSED TYPICAL SECTION
 3RD AVENUE NE TO 6TH AVENUE NE
 (44' FACE/FACE)



BICYCLE LANE PAVEMENT MARKING



SHARED LANE PAVEMENT MARKING

PAVEMENT MARKING DETAILS

DRAWN BY: MM
 DESIGNER: MW
 CHECKED BY: RB

| DESIGN TEAM | NO. | BY | DATE |
|-------------|-----|----|------|
| | | | |

REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Maureen Wagoner Name, P.E.
 Date: 08/21/13 Lic. No. 45016



PHONE: 218.322.4500
 21 NE 5TH ST. S1C 200
 GRAND RAPIDS, MN 55744-2601
 www.sehinc.com

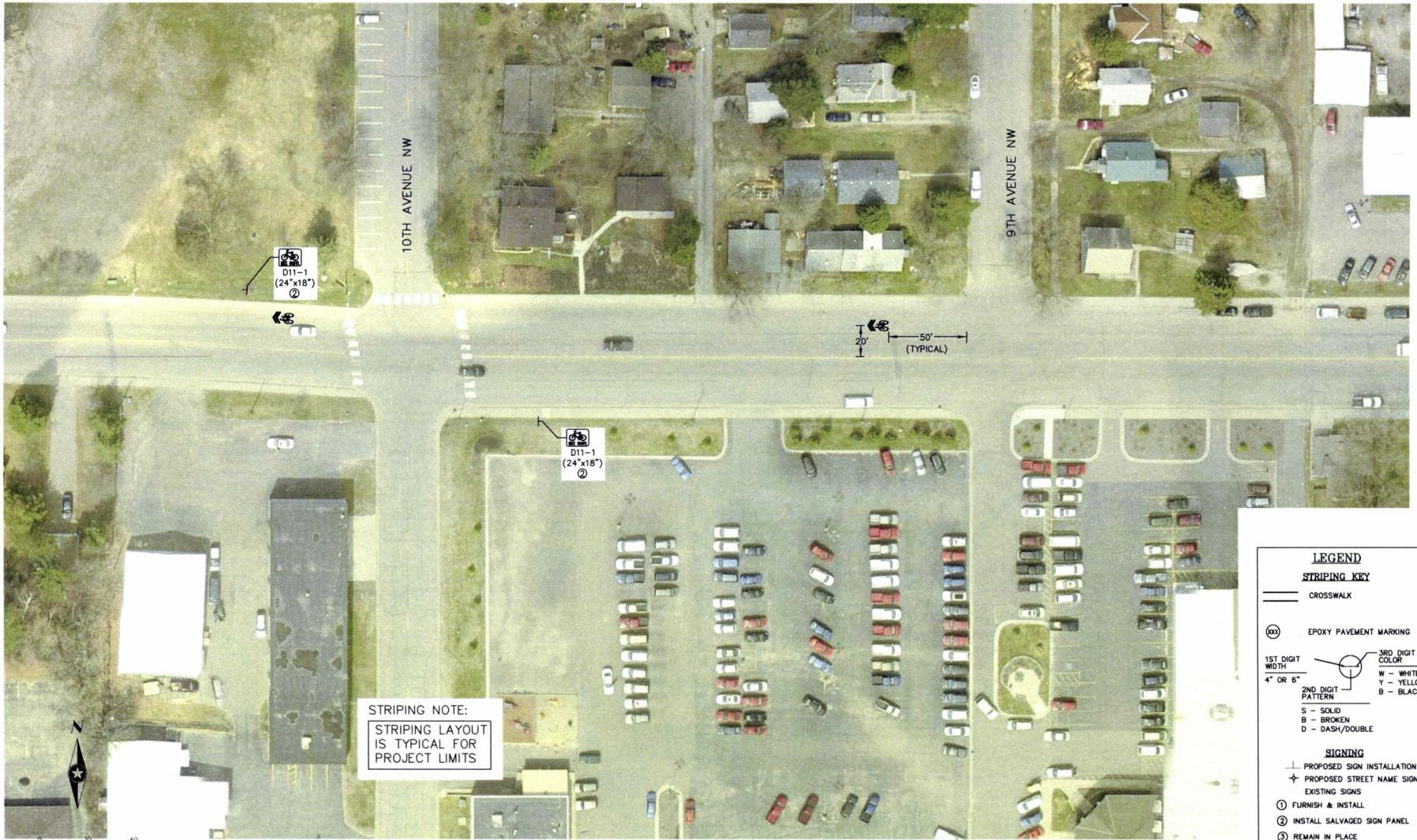
**GRAND RAPIDS,
 MINNESOTA**

**TYPICAL SECTIONS AND DETAILS
 5TH STREET SOUTH
 CITY PROJECT 2012-9**

FILE NO.
 GRANR
 123035
 TASK 07

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STRIPING NOTE:
 STRIPING LAYOUT
 IS TYPICAL FOR
 PROJECT LIMITS

LEGEND

STRIPING KEY

— CROSSWALK

Ⓞ EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH
 4" OR 6"

2ND DIGIT PATTERN
 S - SOLID
 B - BROKEN
 D - DASH/DOUBLE

3RD DIGIT COLOR
 W - WHITE
 Y - YELLOW
 B - BLACK

SIGNING

— PROPOSED SIGN INSTALLATION
 + PROPOSED STREET NAME SIGN
 EXISTING SIGNS

① FURNISH & INSTALL
 ② INSTALL SALVAGED SIGN PANEL
 ③ REMAIN IN PLACE

5TH STREET NORTH

| | | | | |
|-------------|-----|----|------|-----------|
| DRAWN BY: | MM | | | |
| DESIGNER: | MW | | | |
| CHECKED BY: | RB | | | |
| DESIGN TEAM | NO. | BY | DATE | REVISIONS |

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Monte Wagoner P.E.
 Date: 08/21/13 Lic. No. 45016

SEH

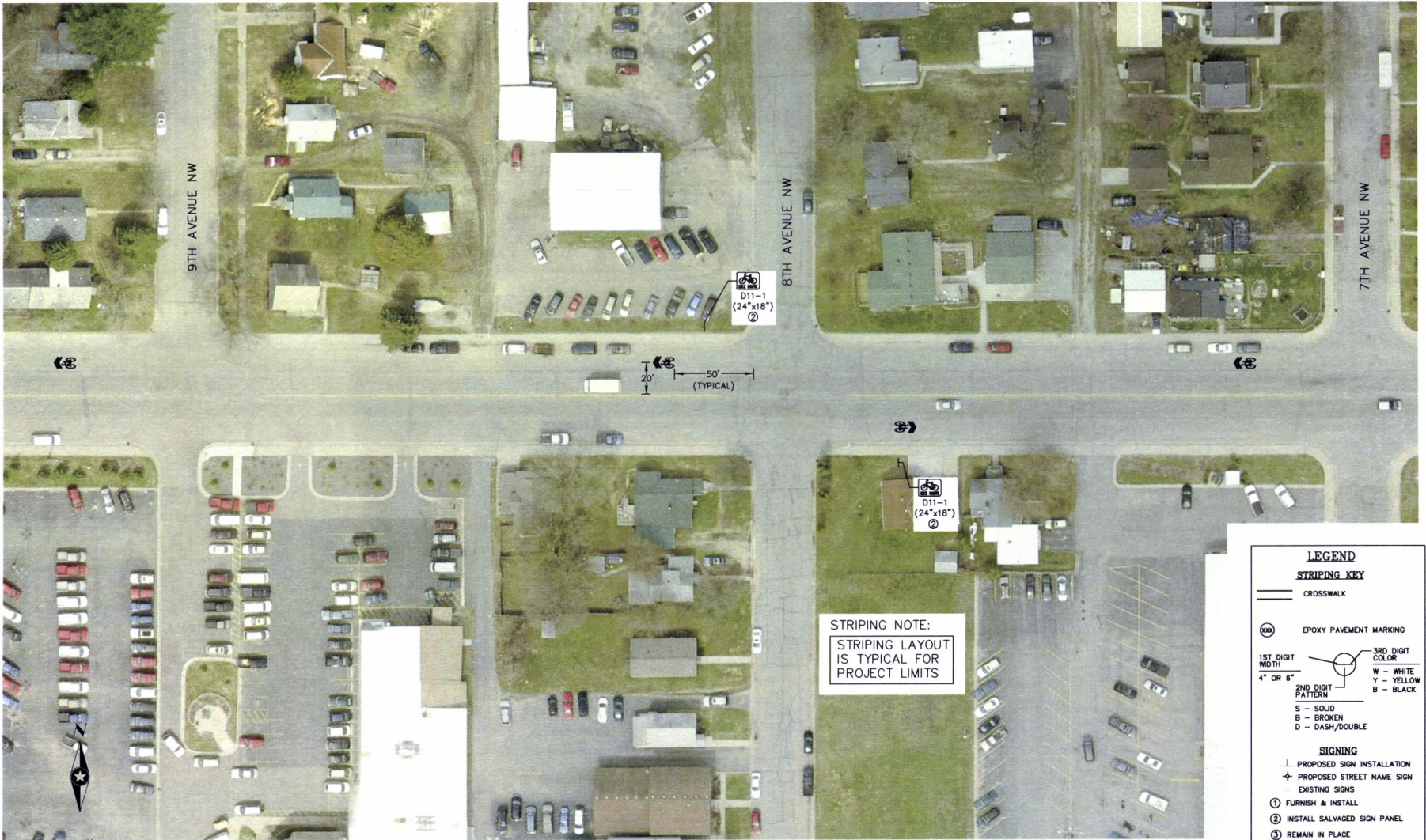
PHONE: 218.322.4500
 21 NE 5TH ST STE 200
 GRAND RAPIDS, MN 55744-2801
 www.sehinc.com

**GRAND RAPIDS,
 MINNESOTA**

**PROPOSED STRIPING LAYOUT
 5TH STREET NORTH
 CITY PROJECT 2012-9**

FILE NO.
 GRAMR
 123035
 TASK 07

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LEGEND

STRIPING KEY

==== CROSSWALK

(XXX) EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH
4" OR 6"

2ND DIGIT PATTERN
S - SOLID
B - BROKEN
D - DASH/DOUBLE

3RD DIGIT COLOR
W - WHITE
Y - YELLOW
B - BLACK

SIGNING

⊥ PROPOSED SIGN INSTALLATION
 ↗ PROPOSED STREET NAME SIGN
 EXISTING SIGNS

① FURNISH & INSTALL
 ② INSTALL SALVAGED SIGN PANEL
 ③ REMAIN IN PLACE

STRIPING NOTE:
 STRIPING LAYOUT
 IS TYPICAL FOR
 PROJECT LIMITS

5TH STREET NORTH

| | | | | | |
|-------------|-----|----|------|-----------|--|
| DRAWN BY: | MM | | | | |
| DESIGNER: | MW | | | | |
| CHECKED BY: | RB | | | | |
| DESIGN TEAM | NO. | BY | DATE | REVISIONS | |

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Monte Wayne North, P.E.
 Date: 08/21/13 Lic. No. 45016

SEH

PHONE: 218.332.4500
 21 NE 5TH ST STE 200
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 www.sehinc.com

**GRAND RAPIDS,
 MINNESOTA**

**PROPOSED STRIPING LAYOUT
 5TH STREET NORTH
 CITY PROJECT 2012-9**

FILE NO.
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 123033
 TASK 07

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STRIPING NOTE:
STRIPING LAYOUT
IS TYPICAL FOR
PROJECT LIMITS

LEGEND

STRIPING KEY

==== CROSSWALK

(000) EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH
4" OR 6"

2ND DIGIT PATTERN
S - SOLID
B - BROKEN
D - DASH/DOUBLE

3RD DIGIT COLOR
W - WHITE
Y - YELLOW
B - BLACK

SIGNING

⊕ PROPOSED SIGN INSTALLATION
⊕ PROPOSED STREET NAME SIGN EXISTING SIGNS

① FURNISH & INSTALL
② INSTALL SALVAGED SIGN PANEL
③ REMAIN IN PLACE

5TH STREET NORTH

DRAWN BY: MM
DESIGNER: MW
CHECKED BY: RB

| DESIGN TEAM | NO. | BY | DATE | REVISIONS |
|-------------|-----|----|------|-----------|
| | | | | |
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Maureen Wagoner Name, P.E.
Date: 08/21/13 Lic. No. 45016

PHONE: 218.322.4500
21 NE 5TH ST STE 200
GRAND RAPIDS, MN 55744-2601
www.sehinc.com

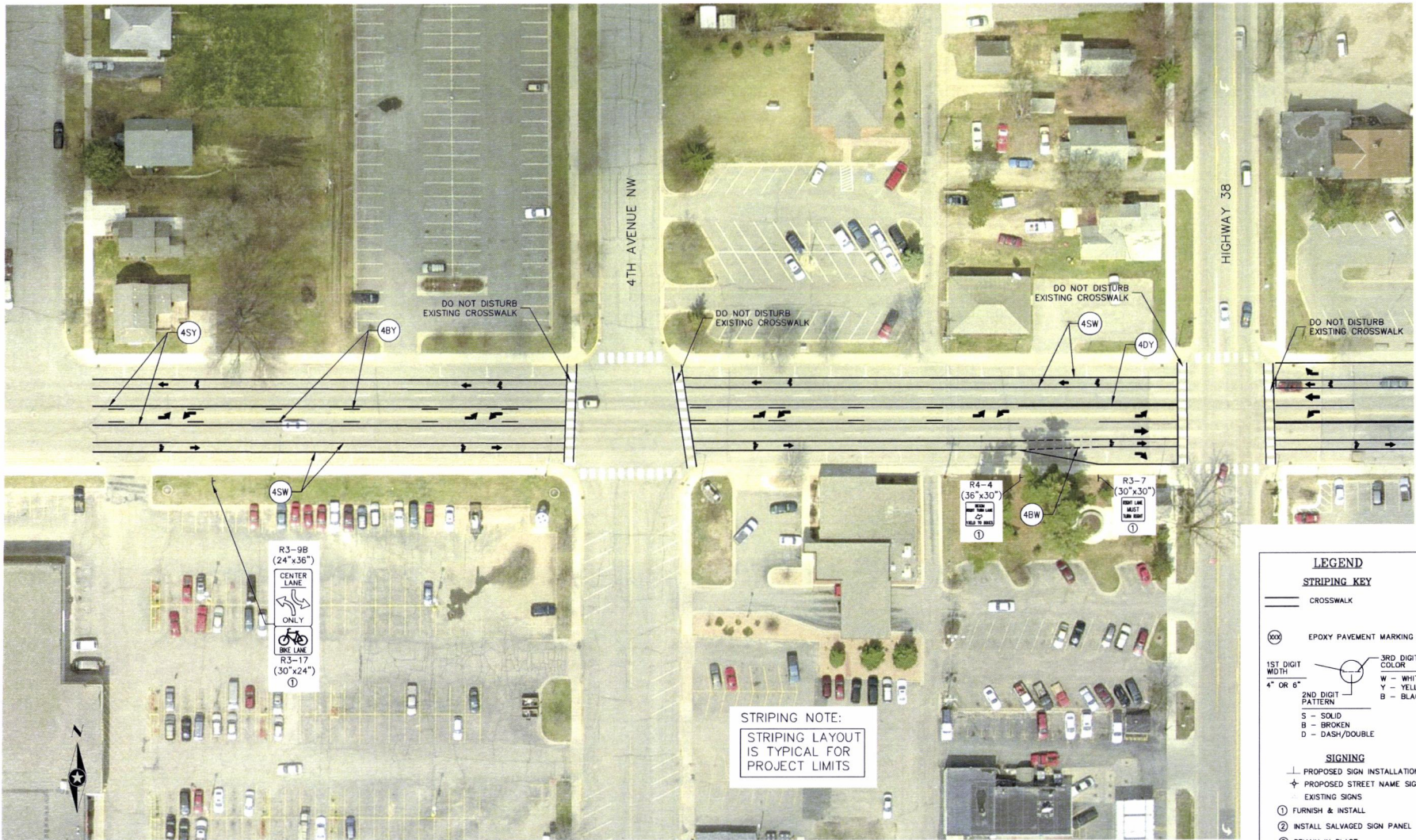
**GRAND RAPIDS,
MINNESOTA**

**PROPOSED STRIPING LAYOUT
5TH STREET NORTH
CITY PROJECT 2012-9**

FILE NO.
GRAND
123035
TASK 07

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LEGEND

STRIPING KEY

— CROSSWALK

⊙ EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH

2ND DIGIT PATTERN

3RD DIGIT COLOR

W - WHITE
Y - YELLOW
B - BLACK

S - SOLID
B - BROKEN
D - DASH/DOUBLE

SIGNING

⊥ PROPOSED SIGN INSTALLATION
⊕ PROPOSED STREET NAME SIGN
EXISTING SIGNS

① FURNISH & INSTALL
② INSTALL SALVAGED SIGN PANEL
③ REMAIN IN PLACE

5TH STREET NORTH

DRAWN BY: MM
 DESIGNER: MW
 CHECKED BY: RB

| NO. | BY | DATE |
|-----|----|------|
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| | | |

REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY
 DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL
 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Matthew Wayman P.E.
 DATE: 08/21/13 LIC. NO. 45016

PHONE: 218.330.4500
 21 NE 5TH ST. STE. 200
 GRAND RAPIDS, MN 55744-2601
 WWW.SEHINC.COM

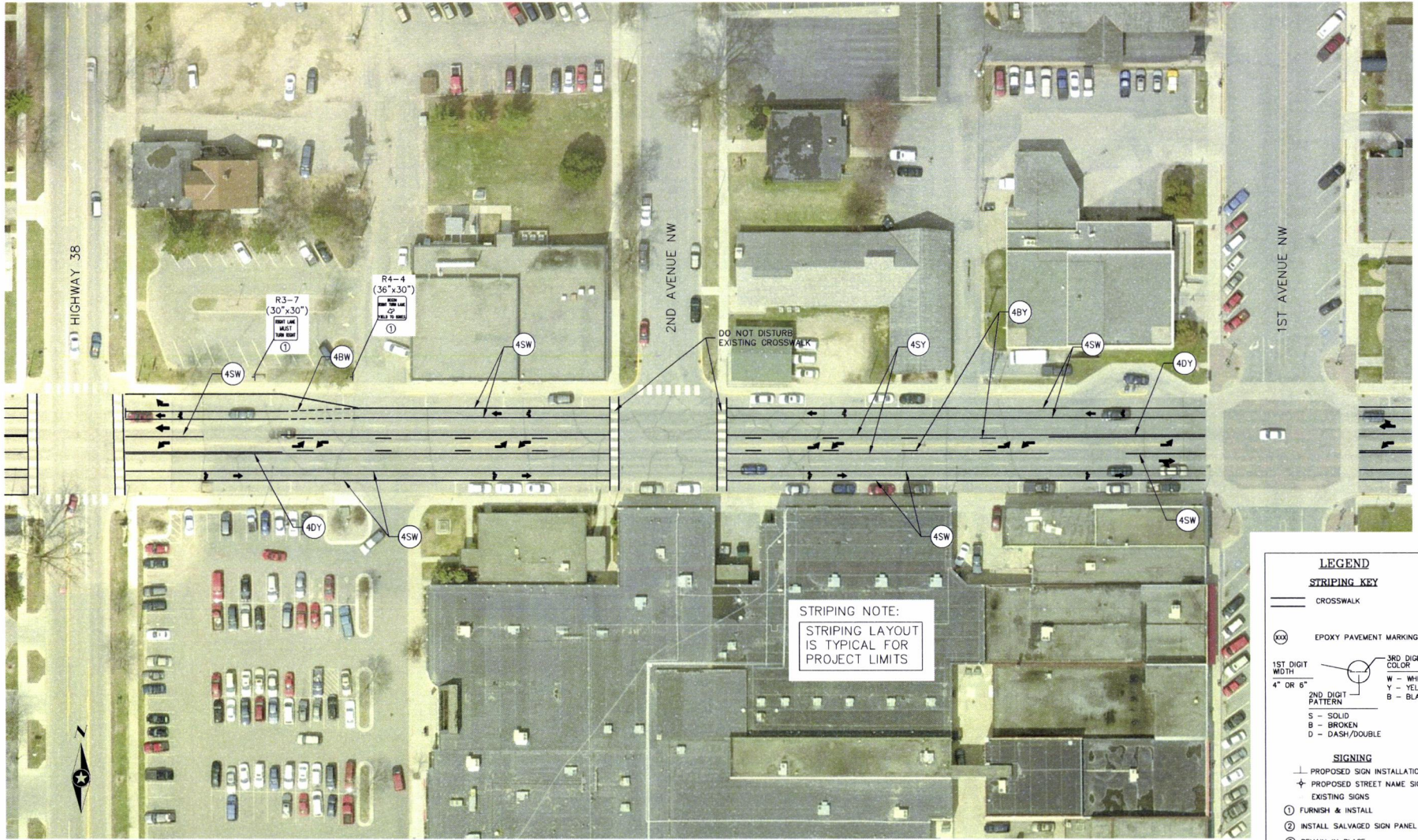
**GRAND RAPIDS,
 MINNESOTA**

**PROPOSED STRIPING LAYOUT
 5TH STREET NORTH
 CITY PROJECT 2012-9**

FILE NO.
 GRAND
 123035
 TASK 07

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LEGEND

STRIPING KEY

— CROSSWALK

(XXX) EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH
4" OR 6"

2ND DIGIT PATTERN
S - SOLID
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D - DASH/DOUBLE

3RD DIGIT COLOR
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SIGNING

⊥ PROPOSED SIGN INSTALLATION
 ⊕ PROPOSED STREET NAME SIGN
 ⊕ EXISTING SIGNS
 ① FURNISH & INSTALL
 ② INSTALL SALVAGED SIGN PANEL
 ③ REMAIN IN PLACE

5TH STREET NORTH

DRAWN BY: MM
 DESIGNER: MW
 CHECKED BY: RB

| DESIGN TEAM | NO. | BY | DATE | REVISIONS |
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Maureen Wegman
 Date: 08/21/13 Lic. No. 45016

SEH

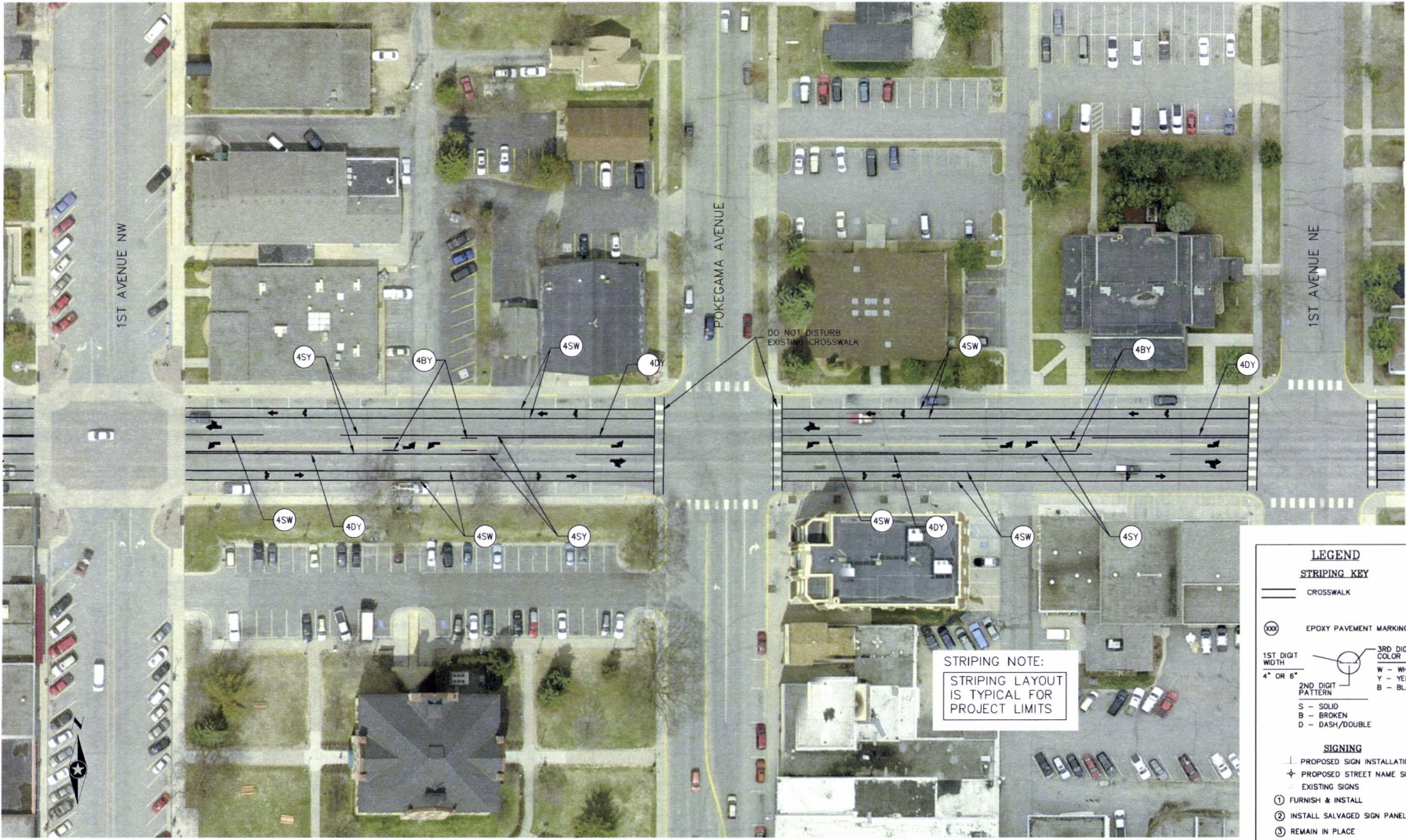
PHONE: 218.822.4500
 21 NE 5TH ST STE 200
 GRAND RAPIDS, MN 55744-2601
 www.sehinc.com

**GRAND RAPIDS,
 MINNESOTA**

**PROPOSED STRIPING LAYOUT
 5TH STREET NORTH
 CITY PROJECT 2012-9**

FILE NO.
 GRAMP
 123035
 TASK 07

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LEGEND

STRIPING KEY

— CROSSWALK

⊙ EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH
4" OR 6"

2ND DIGIT PATTERN
S - SOLID
B - BROKEN
D - DASH/DOUBLE

3RD DIGIT COLOR
W - WHITE
Y - YELLOW
B - BLACK

SIGNING

⊥ PROPOSED SIGN INSTALLATION
→ PROPOSED STREET NAME SIGN
— EXISTING SIGNS

① FURNISH & INSTALL
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③ REMAIN IN PLACE

STRIPING NOTE:
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IS TYPICAL FOR
PROJECT LIMITS



5TH STREET NORTH

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Monte Wegman SITE, P.E.
Date: 08/21/13 Lic. No. 43016



**GRAND RAPIDS,
MINNESOTA**

**PROPOSED STRIPING LAYOUT
5TH STREET NORTH
CITY PROJECT 2012-9**

FILE NO.
GRAHW
123035
TASK 07

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| DRAWN BY: MM | | | | |
| DESIGNER: MW | | | | |
| CHECKED BY: RB | | | | |
| DESIGN TEAM | NO. | BY | DATE | REVISIONS |

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LEGEND

STRIPING KEY

— CROSSWALK

(XXX) EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH 4" OR 6" 3RD DIGIT COLOR
 W - WHITE
 Y - YELLOW
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2ND DIGIT PATTERN
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SIGNING

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 + PROPOSED STREET NAME SIGN
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 ③ REMAIN IN PLACE

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 PROJECT LIMITS

5TH STREET NORTH

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DRAWN BY: MM
 DESIGNER: MW
 CHECKED BY: RB

| DESIGN TEAM | NO | BY | DATE |
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| REVISIONS | NO | BY | DATE |
|-----------|----|----|------|
| | | | |

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Matthew Wegman P.E.
 Date: 08/22/13 Lic. No. 45016

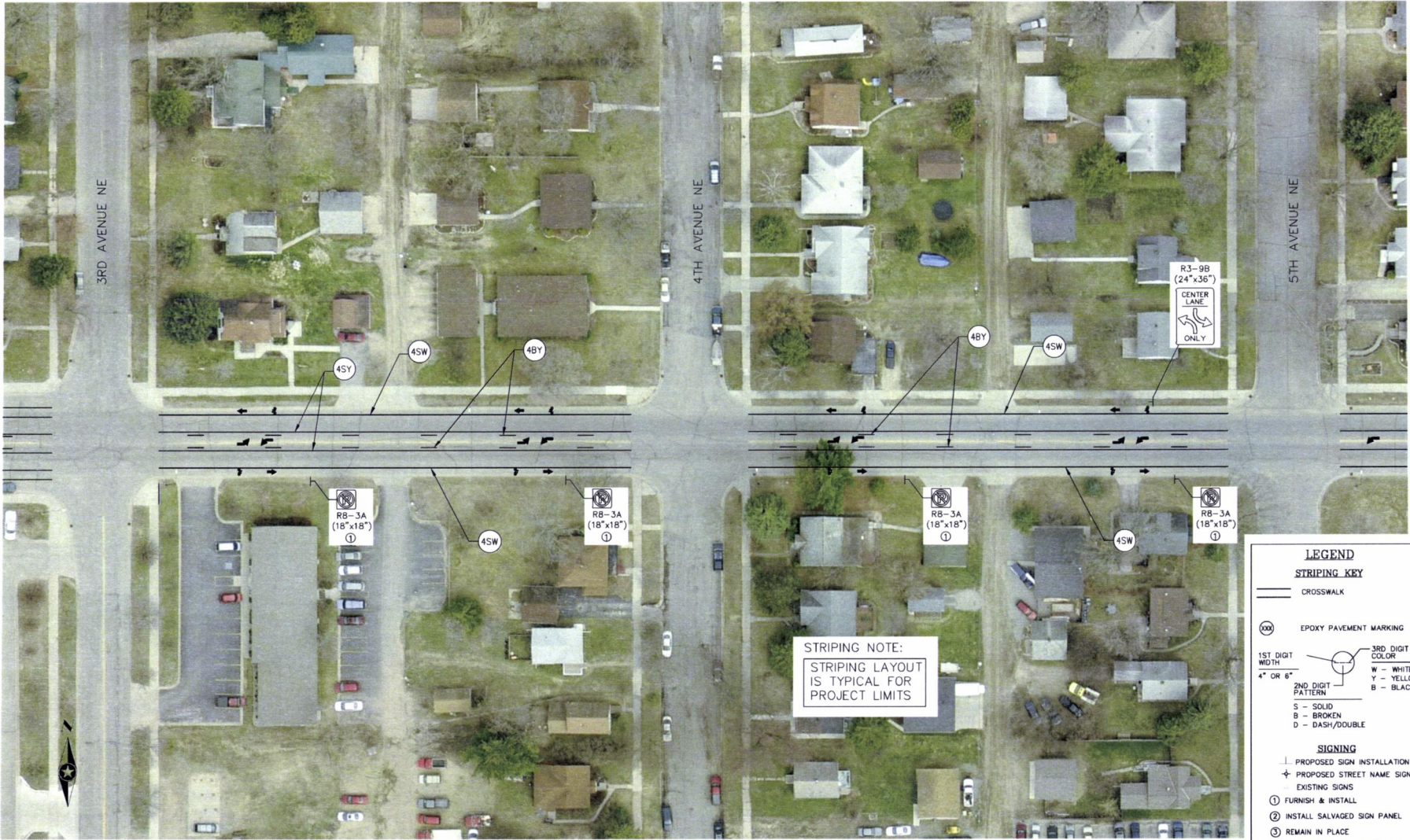
SEH
 PHONE: 218.327.4500
 21 N. 5TH ST. STE. 200
 GRAND RAPIDS, MN 55744-2600
 www.sehinc.com

**GRAND RAPIDS,
 MINNESOTA**

**PROPOSED STRIPING LAYOUT
 5TH STREET NORTH
 CITY PROJECT 2012-9**

FILE NO:
 GRAND
 123035
 TASK 07

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13



STRIPING NOTE:
STRIPING LAYOUT
IS TYPICAL FOR
PROJECT LIMITS

LEGEND

STRIPING KEY

— CROSSWALK

(XXX) EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH
4" OR 6"

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S - SOLID
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SIGNING

— PROPOSED SIGN INSTALLATION
+ PROPOSED STREET NAME SIGN
- EXISTING SIGNS
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② INSTALL SALVAGED SIGN PANEL
③ REMAIN IN PLACE



5TH STREET NORTH

DRAWN BY: MM
DESIGNER: MW
CHECKED BY: RB

| DESIGN TEAM | NO. | BY | DATE |
|-------------|-----|----|------|
| | | | |

REVISIONS

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Maureen Weyand P.E.
Date: 09/21/13 Lic. No. 45016



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21 NE 5TH ST. STE. 200
GRAND RAPIDS, MN 55744-2601
WWW.SEHINC.COM

**GRAND RAPIDS,
MINNESOTA**

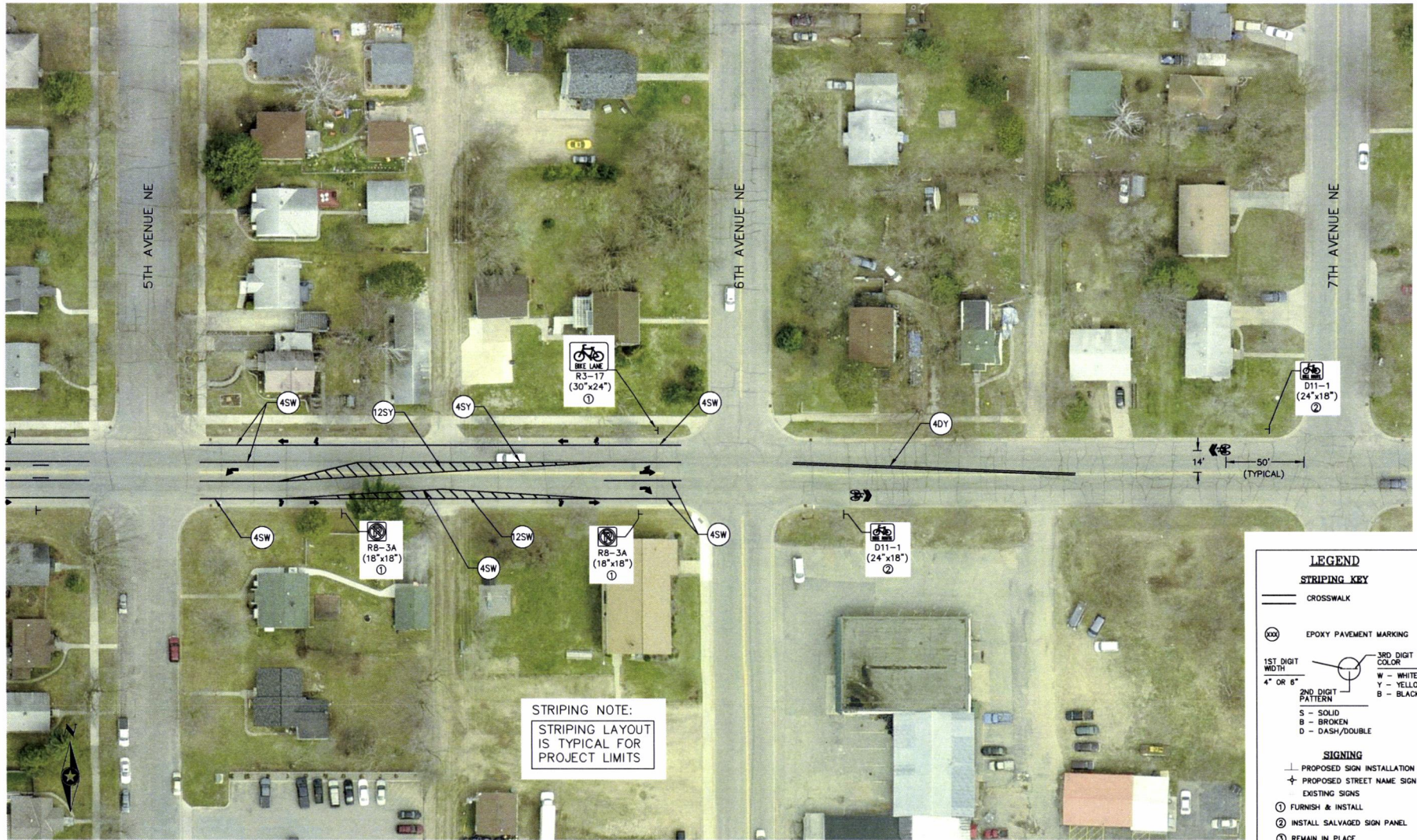
**PROPOSED STRIPING LAYOUT
5TH STREET NORTH
CITY PROJECT 2012-9**

FILE NO.
DRANP
123035
TASK 07

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5TH STREET NORTH

| LEGEND | | | | | | | | | |
|--------------------------------|---|--------------------|--------------------|---|-----------|---|------------|---|-----------|
| STRIPING KEY | | | | | | | | | |
| — — — — — | CROSSWALK | | | | | | | | |
| (X) | EPOXY PAVEMENT MARKING | | | | | | | | |
| 1ST DIGIT WIDTH 4" OR 6" | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">○</td> <td>3RD DIGIT COLOR</td> </tr> <tr> <td style="text-align: center;">○</td> <td>W - WHITE</td> </tr> <tr> <td style="text-align: center;">○</td> <td>Y - YELLOW</td> </tr> <tr> <td style="text-align: center;">○</td> <td>B - BLACK</td> </tr> </table> | ○ | 3RD DIGIT COLOR | ○ | W - WHITE | ○ | Y - YELLOW | ○ | B - BLACK |
| ○ | | 3RD DIGIT COLOR | | | | | | | |
| ○ | W - WHITE | | | | | | | | |
| ○ | Y - YELLOW | | | | | | | | |
| ○ | B - BLACK | | | | | | | | |
| 2ND DIGIT PATTERN | | | | | | | | | |
| S - SOLID | | | | | | | | | |
| B - BROKEN | | | | | | | | | |
| D - DASH/DOUBLE | | | | | | | | | |
| SIGNING | | | | | | | | | |
| + | PROPOSED SIGN INSTALLATION | | | | | | | | |
| + | PROPOSED STREET NAME SIGN | | | | | | | | |
| + | EXISTING SIGNS | | | | | | | | |
| ① | FURNISH & INSTALL | | | | | | | | |
| ② | INSTALL SALVAGED SIGN PANEL | | | | | | | | |
| ③ | REMAIN IN PLACE | | | | | | | | |

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LEGEND

STRIPING KEY

— CROSSWALK

⊗ EPOXY PAVEMENT MARKING

1ST DIGIT WIDTH
4" OR 6"

2ND DIGIT PATTERN
S - SOLID
B - BROKEN
D - DASH/DOUBLE

3RD DIGIT COLOR
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 ③ REMAIN IN PLACE

5TH STREET NORTH

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Monte Wayman P.E.
 Date: 08/21/13 Lic. No. 45016

SEH

PHONE: 218.322.4500
 21 NE 5TH ST STE 200
 GRAND RAPIDS, MN 55744-2601
 www.sehinc.com

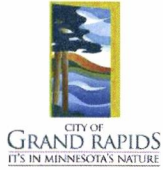
**GRAND RAPIDS,
 MINNESOTA**

**PROPOSED STRIPING LAYOUT
 5TH STREET NORTH
 CITY PROJECT 2012-9**

FILE NO.
 GRANR
 123035
 TASK 07

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| DRAWN BY: | MM | | | | |
| DESIGNER: | MW | | | | |
| CHECKED BY: | RB | | | | |
| DESIGN TEAM | NO. | BY | DATE | REVISIONS | |



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0568 **Version:** 1 **Name:** School Liaison Services School District 318 – Bigfork
Type: Agenda Item **Status:** Police
File created: 9/18/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: School Liaison Services School District 318 - Bigfork
Sponsors:
Indexes:
Code sections:
Attachments: [2013-2014 BIG FORK LIAISON](#)

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

School Liaison Services School District 318 - Bigfork

Background Information:

The police department has been approached by ISD 318 about the potential for providing School Liaison Services to the Bigfork High School. The district would like to know if the City of Grand Rapids would have interest in contracting with the district for such services.

In order to fulfill the district's request, the police department would need to hire a full-time officer. The school district would pay 3/4 of this new officers wages and benefits and the city would pay the remaining 1/4. As with our other School Liaison Officers, the department would be able to use the services of this officer during the summer months and non-school days. The 2014 cost to the city for this position would be \$23,992.93.

Staff Recommendation:

It is staff's recommendation is to allow the Chief of Police and City Administrator to have discussions with the School District about the potential of contracting for Police Liaison Services.

Requested City Council Action

Authorize the Police Department to submit a contact proposal for Police Liaison Services to Independent School District 318 - Bigfork and if awarded such bid, authorize the police department to fill the Liaison position.

CITY OF GRAND RAPIDS
SCHOOL DISTRICT LIAISON OFFICER CHARGES

| YEAR | EMPLOYEE | WAGE | PERA | MEDICARE | HEALTH | LIFE | DENTAL | WORK COMP | TOTAL |
|------|------------------|--------|-------|----------|--------|-------|--------|--------------|---------|
| 2013 | To Be Determined | 24.380 | 3.438 | 0.354 | 6.264 | 0.012 | 0.149 | 0.936 | 35.5324 |
| | | | - | - | | | | - | - |
| 2014 | To Be Determined | 25.230 | 3.86 | 0.366 | 6.677 | 0.012 | 0.143 | 0.969 | 37.2561 |
| | | | - | - | | | | - | - |

Hourly Rate per 2080 hours

| | |
|-------------------|------------------|
| 2013 TBD | 35.5324 |
| | - |
| 2014 TBD | 37.2561 |
| | - |
| TBD Sept-Dec 2013 | 23,024.98 |
| | - |
| Total | <u>23,024.98</u> |
| TBD Jan-May 2014 | 29,506.84 |
| | - |
| Total | <u>29,506.84</u> |

Per Liaison Contract - 180 days per school year = 1,440 hours
 Sept-Dec = 80 days = 45% = 648 hours
 Jan-May = 100 days = 55% = 792 hours

| | |
|----------------|------------------|
| Liaison Wages: | 52,532 |
| Mileage | 8,136 |
| TOTAL | <u>\$ 60,668</u> |

CITY OF GRAND RAPIDS
SCHOOL DISTRICT LIAISON OFFICER CHARGES

| YEAR | EMPLOYEE | WAGE | PERA | MEDICARE | HEALTH | LIFE |
|------|------------------|--------|-------|----------|--------|-------|
| 2013 | To Be Determined | 24.380 | 3.438 | 0.354 | 6.264 | 0.012 |
| | OT Rate | 36.570 | 5.156 | 0.530 | 6.264 | 0.012 |
| | | | - | - | | |
| 2014 | To Be Determined | 25.230 | 3.86 | 0.366 | 6.677 | 0.012 |
| | OT Rate | 37.845 | 5.336 | 0.549 | 6.264 | 0.012 |
| | | | - | - | | |

Hourly Rate per 2080 hours

Per Liaison Contract - 180
Sept-Dec = 80 days = 45%
Jan-May = 100 days = 55%

2013 TBD
OT Rate 35.5324
50.0860

2014 TBD
OT Rate 37.2561
51.6082

TBD Sept-Dec 2013
OT Rate 23,024.98
6,010.32
Total 29,035.30

TBD Jan-May 2014
OT Rate 29,506.84
7,741.24
Total 37,248.07

Liaison Wages:
Mileage TOTAL

| <u>DENTAL</u> | <u>WORK COMP</u> | <u>TOTAL</u> |
|---------------|----------------------|--------------|
| 0.149 | 0.936 | 35.5324 |
| 0.149 | 1.404 | 50.0860 |
| | - | - |
| 0.143 | 0.969 | 37.2561 |
| 0.149 | 1.453 | 51.6082 |
| | - | - |

days per school year = 1,440 hours

1 = 648 hours

5 = 792 hours

| |
|--------------|
| 66,283 |
| <u>8,136</u> |
| \$ 74,419 |

City's Cost during summer months

2014 \$ 23,992.93



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0574 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 9/19/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Consider approving the verified claims for the period September 3, 2013 to September 16, 2013 in the total amount of \$466,162.73.
Sponsors:
Indexes:
Code sections:
Attachments: [9/23/13 Bill List](#)

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

Consider approving the verified claims for the period September 3, 2013 to September 16, 2013 in the total amount of \$466,162.73.

Requested City Council Action

Consider approving the verified claims for the period September 3, 2013 to September 16, 2013 in the total amount of \$466,162.73.

GRAND RAPIDS CITY COUNCIL BILL LIST - SEPTEMBER 23, 2013

DATE: 09/18/2013
 TIME: 14:39:46
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/23/2013

| VENDOR # | NAME | AMOUNT DUE |
|--------------------------------------|-------------------------------|------------|
| GENERAL FUND | | |
| CITY WIDE | | |
| 0718070 | GRAND RAPIDS STATE BANK | 6,342.84 |
| 2209665 | VISA | 33.55 |
| TOTAL CITY WIDE | | 6,376.39 |
| SPECIAL PROJECTS-NON BUDGETED | | |
| 1105530 | KENNEDY & GRAVEN | 1,048.12 |
| TOTAL SPECIAL PROJECTS-NON BUDGETED | | 1,048.12 |
| ADMINISTRATION | | |
| 0612085 | FLAHERTY & HOOD | 32.96 |
| 0718060 | GRAND RAPIDS NEWSPAPERS INC | 120.75 |
| 1506265 | NORTHERN OFFICE OUTFITTER INC | 421.30 |
| 1920240 | STERLE LAW OFFICE | 2,500.00 |
| TOTAL ADMINISTRATION | | 3,075.01 |
| BUILDING MAINTENANCE-CITY HALL | | |
| 0113233 | AMERIPRIDE LINEN & APPAREL | 24.83 |
| 0221650 | BURGGRAF'S ACE HARDWARE INC | 27.78 |
| 0920060 | ITASCA COUNTY TREASURER | 59.26 |
| TOTAL BUILDING MAINTENANCE-CITY HALL | | 111.87 |
| COMMUNITY DEVELOPMENT | | |
| 0503422 | ECK DESIGN | 742.78 |
| 0718060 | GRAND RAPIDS NEWSPAPERS INC | 40.25 |
| 2209665 | VISA | 445.00 |
| TOTAL COMMUNITY DEVELOPMENT | | 1,228.03 |
| COUNCIL/COMMISSION/BOARDS | | |
| 1920240 | STERLE LAW OFFICE | 2,500.00 |
| TOTAL COUNCIL/COMMISSION/BOARDS | | 2,500.00 |
| ENGINEERING | | |
| 1920555 | STOKES PRINTING COMPANY | 132.46 |
| TOTAL ENGINEERING | | 132.46 |

GRAND RAPIDS CITY COUNCIL BILL LIST - SEPTEMBER 23, 2013

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 09/23/2013

| VENDOR # | NAME | AMOUNT DUE |
|---------------|-------------------------------|------------|
| GENERAL FUND | | |
| FINANCE | | |
| 0109645 | AIR ESPRESSO | 27.65 |
| 0300200 | CDW GOVERNMENT INC | 250.82 |
| 0718060 | GRAND RAPIDS NEWSPAPERS INC | 157.80 |
| 1309495 | MINUTEMAN PRESS | 51.90 |
| 2209665 | VISA | 175.00 |
| TOTAL FINANCE | | 663.17 |
| FIRE | | |
| 0121721 | AUTO VALUE - GRAND RAPIDS | 160.10 |
| 0401355 | DAIRY QUEEN BRAZIER | 67.52 |
| 0401804 | DAVIS OIL | 83.30 |
| 0805350 | HEIMAN INC | 1,374.74 |
| 1301168 | MARKETPLACE FOODS | 29.44 |
| 1415030 | NORD AUTO PARTS | 51.54 |
| 1901535 | SANDSTROM COMPANY INC | 251.11 |
| 2209665 | VISA | 951.37 |
| TOTAL FIRE | | 2,969.12 |
| PUBLIC WORKS | | |
| 0100046 | ASV, INC. | 105.66 |
| 0103325 | ACHESON TIRE COMPANY INC | 36.72 |
| 0121721 | AUTO VALUE - GRAND RAPIDS | 89.99 |
| 0212554 | BLOOMERS GARDEN & LANDSCAPING | 4,329.05 |
| 0221650 | BURGGRAF'S ACE HARDWARE INC | 4.25 |
| 0301685 | CARQUEST AUTO PARTS | 310.48 |
| 0315455 | COLE HARDWARE INC | 287.35 |
| 0401425 | DAKOTA SUPPLY GROUP | 289.89 |
| 0401804 | DAVIS OIL | 405.71 |
| 0501650 | EARL F ANDERSEN | 404.10 |
| 0801825 | HAWKINSON CONSTRUCTION CO INC | 273.70 |
| 0805640 | HERC-U-LIFT | 53.44 |
| 0920040 | ITASCA COUNTY FARM SERVICE | 68.24 |
| 0920060 | ITASCA COUNTY TREASURER | 1,716.32 |
| 1200500 | L&M SUPPLY | 69.46 |
| 1309355 | MINNESOTA TORO | 454.37 |
| 1503150 | OCCUPATIONAL DEVELOPMENT CTR | 352.69 |
| 1615650 | PORTABLE JOHN | 1,407.41 |
| 1621130 | P.U.C. | 10,480.57 |
| 1908248 | SHERWIN-WILLIAMS | 331.19 |
| 2209665 | VISA | 26.71 |
| 2300600 | W.P. & R.S. MARS COMPANY | 134.66 |
| 2305453 | WESCO RECEIVABLE CORP | 526.34 |

GRAND RAPIDS CITY COUNCIL BILL LIST - SEPTEMBER 23, 2013

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 09/23/2013

| VENDOR # | NAME | AMOUNT DUE |
|-------------------|--------------------------------|------------|
| ----- | | |
| GENERAL FUND | | |
| PUBLIC WORKS | | |
| 2605225 | ZEE SERVICE COMPANY | 17.21 |
| | TOTAL PUBLIC WORKS | 22,175.51 |
| | | |
| FLEET MAINTENANCE | | |
| 0121721 | AUTO VALUE - GRAND RAPIDS | 71.89 |
| 0301685 | CARQUEST AUTO PARTS | 120.01 |
| 0315455 | COLE HARDWARE INC | 27.56 |
| 0609305 | FIGGINS TRUCK & TRAILER REPAIR | 328.79 |
| 0805640 | HERC-U-LIFT | 261.90 |
| 0920060 | ITASCA COUNTY TREASURER | 131.29 |
| 1605740 | PETROCHOICE-ANDERSON LUBRICANT | 477.07 |
| 1801590 | RAPIDS FORD LINCOLN | 8.19 |
| 1909450 | SILVERTIP GRAPHICS SIGNS | 121.30 |
| 1914100 | SNAP - ON TOOLS | 393.30 |
| | TOTAL FLEET MAINTENANCE | 1,941.30 |
| | | |
| POLICE | | |
| 0118625 | ARROW EMBROIDERY | 34.90 |
| 0120440 | ATLAS BUSINESS SOLUTIONS INC | 540.00 |
| 0205725 | BETZ EXTINGUISHER COMPANY | 30.00 |
| 0301685 | CARQUEST AUTO PARTS | 14.10 |
| 0615653 | FORMS & SYSTEMS OF MINNESOTA | 1,465.80 |
| 0718060 | GRAND RAPIDS NEWSPAPERS INC | 92.40 |
| 0920060 | ITASCA COUNTY TREASURER | 4,922.82 |
| 1309495 | MINUTEMAN PRESS | 60.57 |
| 1801570 | RAPIDS AUTO WASH | 149.50 |
| 1801609 | RAPIDS TOWING | 500.00 |
| 1909650 | SIRCHIE FINGER PRINT INC | 72.13 |
| 1920233 | STREICHER'S INC | 131.43 |
| 2000400 | T J TOWING | 215.00 |
| 2209665 | VISA | 247.52 |
| | TOTAL POLICE | 8,476.17 |
| | | |
| RECREATION | | |
| 0718060 | GRAND RAPIDS NEWSPAPERS INC | 32.50 |
| 1301890 | MAXIMUM SOLUTIONS INC | 861.69 |
| 1809165 | RICOH USA INC | 350.54 |
| | TOTAL RECREATION | 1,244.73 |

GRAND RAPIDS CITY COUNCIL BILL LIST - SEPTEMBER 23, 2013

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 09/23/2013

| VENDOR # | NAME | AMOUNT DUE |
|--------------------------------|------------------------------|------------|
| GENERAL FUND-LIQUOR/CHART GAMB | | |
| 2209665 | VISA | 385.63 |
| | TOTAL | 385.63 |
| CENTRAL SCHOOL | | |
| 0113233 | AMERIPRIDE LINEN & APPAREL | 94.01 |
| 0405223 | DEER RIVER HIRED HANDS INC | 25.00 |
| 1909510 | SIM SUPPLY INC | 74.02 |
| | TOTAL | 193.03 |
| CIVIC CENTER | | |
| GENERAL ADMINISTRATION | | |
| 0113233 | AMERIPRIDE LINEN & APPAREL | 440.69 |
| 0218575 | BROTHERS FIRE PROTECTION | 500.00 |
| 0315455 | COLE HARDWARE INC | 67.24 |
| 0315495 | COMMERCIAL REFRIGERATION | 873.63 |
| 0405223 | DEER RIVER HIRED HANDS INC | 15.00 |
| 0718060 | GRAND RAPIDS NEWSPAPERS INC | 32.50 |
| 0718070 | GRAND RAPIDS STATE BANK | 34.57 |
| 1301168 | MARKETPLACE FOODS | 11.56 |
| 1301890 | MAXIMUM SOLUTIONS INC | 861.69 |
| 1605611 | PEPSI-COLA | 494.24 |
| 1801900 | RAY'S SPORT & MARINE | 40.05 |
| 1809165 | RICOH USA INC | 350.54 |
| 1901500 | SAMMY'S PIZZA | 738.16 |
| 1901535 | SANDSTROM COMPANY INC | 643.58 |
| 1905150 | SECURITY ACCESS CONTROL | 57.71 |
| 1909510 | SIM SUPPLY INC | 218.16 |
| 2209421 | VIKING ELECTRIC SUPPLY INC | 497.51 |
| | TOTAL GENERAL ADMINISTRATION | 5,876.83 |
| RECREATION PROGRAMS | | |
| 0221650 | BURGGRAF'S ACE HARDWARE INC | 9.07 |
| 0718070 | GRAND RAPIDS STATE BANK | 37.42 |
| 1100130 | KBAJ-FM | 360.00 |
| 1100300 | KGPZ RADIO INC | 360.00 |
| 1920555 | STOKES PRINTING COMPANY | 41.52 |
| | TOTAL | 908.01 |

GRAND RAPIDS CITY COUNCIL BILL LIST - SEPTEMBER 23, 2013

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 09/23/2013

| VENDOR # | NAME | AMOUNT DUE |
|-----------------------------|-----------------------------|------------|
| STATE HAZ-MAT RESPONSE TEAM | | |
| 2209665 | VISA | 60.00 |
| | TOTAL | 60.00 |
| CEMETERY | | |
| 0221650 | BURGGRAF'S ACE HARDWARE INC | 24.01 |
| 0920060 | ITASCA COUNTY TREASURER | 398.78 |
| 1305065 | MEDTOX LABORATORIES INC | 24.00 |
| 1415479 | NORTHERN DRUG SCREENING INC | 18.00 |
| 1615427 | POKEGAMA LAWN AND SPORT | 264.56 |
| | TOTAL | 729.35 |
| DOMESTIC ANIMAL CONTROL FAC | | |
| 0113233 | AMERIPRIDE LINEN & APPAREL | 12.31 |
| 0114200 | ANDERSON GLASS | 707.06 |
| 0315455 | COLE HARDWARE INC | 4.16 |
| 0920060 | ITASCA COUNTY TREASURER | 209.73 |
| 2209665 | VISA | 104.93 |
| | TOTAL | 1,038.19 |
| GO ST AID STREET BOND-2005B | | |
| 2100266 | U S BANK | 4,472.50 |
| | TOTAL | 4,472.50 |
| GO STATE-AID ST BONDS 2007B | | |
| 2305447 | WELLS FARGO BANK NA | 13,575.00 |
| | TOTAL | 13,575.00 |
| GO STATE-AID BONDS 2012B | | |
| 2305447 | WELLS FARGO BANK NA | 31,886.25 |
| | TOTAL | 31,886.25 |

GRAND RAPIDS CITY COUNCIL BILL LIST - SEPTEMBER 23, 2013

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 09/23/2013

| VENDOR # | NAME | AMOUNT DUE |
|-----------------------------------|-----------------------------|------------|
| CAPITAL EQPT REPLACEMENT FUND | | |
| CAPITAL OUTLAY-BLDG MAINT | | |
| 0114200 | ANDERSON GLASS | 450.00 |
| TOTAL CAPITAL OUTLAY-BLDG MAINT | | 450.00 |
| CAPITAL OUTLAY-FIRE DEPT | | |
| 0805350 | HEIMAN INC | 678.57 |
| TOTAL CAPITAL OUTLAY-FIRE DEPT | | 678.57 |
| AIRPORT CAPITAL IMPRV PROJECTS | | |
| 8/10 T-HANGAR APRON RECONST | | |
| 0512210 | ELECTRICAL SYSTEMS INC | 425.00 |
| TOTAL 8/10 T-HANGAR APRON RECONST | | 425.00 |
| 2013 INFRASTRUCTURE BONDS | | |
| 1105530 | KENNEDY & GRAVEN | 162.00 |
| TOTAL | | 162.00 |
| POKEGAMA GOLF COURSE | | |
| 0718070 | GRAND RAPIDS STATE BANK | 2,000.00 |
| TOTAL | | * 2,000.00 |
| STORM WATER UTILITY | | |
| 0401804 | DAVIS OIL | 108.62 |
| 0801535 | HAMMERLUND CONSTRUCTION INC | 3,366.08 |
| 0801836 | HAWKINSON SAND & GRAVEL | 591.14 |
| TOTAL | | 4,065.84 |
| TOTAL UNPAID TO BE APPROVED | | 118,848.08 |
| *LESS POKEGAMA GOLF COURSE BILL | | 116,848.08 |

PRIOR APPROVAL CHECKS ISSUED 9/09/13

DATE: 09/12/2013
 TIME: 15:10:29
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/09/2013

| VENDOR # | NAME | AMOUNT DUE |
|------------------------------|------------------------------|------------|
| ----- | | |
| CHECKS ISSUED-PRIOR APPROVAL | | |
| PRIOR APPROVAL | | |
| 0201354 | B. BAIRD-PETTY CASH FUND | 8.11 |
| 0315329 | CITY OF COHASSET | 82.35 |
| 0504610 | RON EDMINSTER | 106.79 |
| 0612224 | FLEET SERVICES | 3,455.33 |
| 0717996 | GRAND ITASCA CLINIC | 333.19 |
| 0717997 | GRAND ITASCA HOSPITAL | 2,276.67 |
| 0718015 | GRAND RAPIDS CITY PAYROLL | 51.75 |
| 1309199 | MINNESOTA ENERGY RESOURCES | 115.72 |
| 1315295 | CHAD MOEN | 40.00 |
| 1621130 | P.U.C. | 2,500.10 |
| 1801206 | RADIOLOGIST ASSOC. IN DULUTH | 34.42 |
| 2209705 | VISIT GRAND RAPIDS | 42,165.24 |
| 2405650 | XEROX CORPORATION | 21.58 |
| TOTAL PRIOR APPROVAL | | 51,191.25 |

Allowed in
 the sum of

Barbara Baird, Treasurer

PRIOR APPROVAL CHECKS ISSUED 9/16/13

DATE: 09/19/2013
 TIME: 08:40:38
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/16/2013

| VENDOR # | NAME | AMOUNT DUE |
|------------------------------|--------------------------------|------------|
| CHECKS ISSUED-PRIOR APPROVAL | | |
| PRIOR APPROVAL | | |
| 0114210 | D. ANDERSON - CHANGE FUND | 1,560.00 |
| 0114213 | STEVE ANDERSON | 200.00 |
| 0212750 | BLUE CROSS & BLUE SHIELD OF MN | 33,103.00 |
| 0301705 | CASPER CONSTRUCTION INC | 1,000.00 |
| 0305506 | CENTRAL BUILDERS | 1,000.00 |
| 0305530 | CENTURYLINK INC | 268.08 |
| 0315454 | TRAVIS COLE | 118.65 |
| 0415640 | DORE & ASSOCIATES | 1,000.00 |
| 0717996 | GRAND ITASCA CLINIC | 21.70 |
| 0718015 | GRAND RAPIDS CITY PAYROLL | 204,067.08 |
| 0801820 | HAWK CONSTRUCTION INC | 1,000.00 |
| 0805358 | JACKIE HEINRICH | 40.00 |
| 0900060 | ICTV | 75.00 |
| 1201402 | LAKE COUNTRY POWER | 45.72 |
| 1309098 | MINNESOTA DEPT OF ADMN | 470.00 |
| 1309266 | MN DEPT OF LABOR & INDUSTRY | 260.00 |
| 1309332 | MN STATE RETIREMENT SYSTEM | 1,956.00 |
| 1405850 | NEXTERA COMMUNICATIONS LLC | 483.84 |
| 1503151 | OCCUPATION DEVELOPMENT CENTER | 20.75 |
| 1516220 | OPERATING ENGINEERS LOCAL #49 | 31,446.00 |
| 1621130 | P.U.C. | 13,491.67 |
| 2205637 | VERIZON WIRELESS | 2,084.82 |
| 2301700 | WASTE MANAGEMENT | 371.09 |
| 2309452 | JEFF ERIK WILSON | 40.00 |
| T000883 | SCOTT JOHNSON COMPANY | 1,000.00 |
| T000908 | MITCH EICHORN | 1,000.00 |

TOTAL PRIOR APPROVAL **Allowed in the sum of** 296,123.40

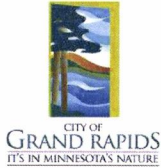
Barbara Bass, Treasurer

TOTAL ALL DEPARTMENTS TO BE APPROVED 9/23/13 466,162.73

* CORRECTED TOTAL ALL DEPARTMENTS TO BE APPROVED 464,162.73
 (LESS POKEGAMA GOLF COURSE \$2,000)

Allowed in the sum of
Barbara Bass, Treasurer

CIRCLED ITEMS FOR GRAND RAPIDS STATE BANK & PUC SHOULD HAVE BEEN LISTED AS PRIOR APPROVAL



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0552 **Version:** 1 **Name:** Northland Counseling Center Project
Type: Agenda Item **Status:** Public Hearing
File created: 9/9/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Conduct a Public Hearing to consider the issuance and sale not to exceed \$1,500,000 in Revenue Notes for Northland Counseling Center and approve a resolution authorizing the issuance and sale of the following Revenue Notes for Northland Counseling Center: Series 2013, and authorize the Mayor and City Administrator to sign required documents.
Sponsors:
Indexes:
Code sections:
Attachments: [Final Draft Grand Rapids Northland 2013 Note Resol.pdf](#)

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

Conduct a Public Hearing to consider the issuance and sale not to exceed \$1,500,000 in Revenue Notes for Northland Counseling Center and approve a resolution authorizing the issuance and sale of the following Revenue Notes for Northland Counseling Center: Series 2013, and authorize the Mayor and City Administrator to sign required documents.

Background Information:

At the August 26, 2013, Council Meeting, the City Council approved a resolution giving preliminary approval of a project on behalf of Northland Counseling Center, Inc. and called for public hearing.

The Northland Counseling Center, Inc. is a 501(c)(3) non-profit corporation that is undertaking a project that consists of the following:

- Finance the costs of capital improvements including but not limited to new roofs on several buildings, HVAC, and the acquisition of land for future expansion;
- Refinance certain outstanding indebtedness incurred by the Corporation; and
- Finance the costs of issuance of the Notes and other costs related to the project.

Northland Counseling Center is requesting that the City issue a total amount not to exceed \$1,500,000 in tax-exempt bonds for this project.

Non-profit entities that have the 501(c)(3) Internal Revenue Service designation can incur debt obligations, at tax-exempt interest rate. However, the non-profit organization requires the assistance of a local political subdivision (City) in acquiring this type of financing. The city acts as the "issuer" of the debt and the non-profit entity is the borrower. The underwriter of the debt, or the lender, proposed to be Grand Rapid State Bank in this case, lends the money to the issuer who in turn lends it to the actual borrower.

The issuing body (City) is only a conduit in the arrangement and it has no obligation or responsibility whatsoever in the repayment of the debt. Once the transaction is closed and funded, the issuer (City) is virtually eliminated from the transaction.

The law firm of Kennedy & Graven is the Bond Counsel and they are assisting in the preparation and review of the necessary documents relating to the project and the bond issue. Northland Counseling Center will pay all costs, either directly or through the City, incurred by the city in connection with the project.

Requested City Council Action

Consider approving a resolution authorizing the issuance and sale not to exceed \$1,500,00 Revenue Notes for Northland Counseling Center: Series 2013, and authorize the Mayor and City Administrator to sign required documents.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF THE REVENUE NOTE (NORTHLAND COUNSELING CENTER PROJECT), SERIES 2013; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE AND RELATED DOCUMENTS; AND GRANTING APPROVAL FOR CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BE IT RESOLVED by the City Council of the City of Grand Rapids, Minnesota (the "City"), that:

Section 1. Background

1.01. Statutory Authorization. The City is authorized by Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"), to issue revenue obligations to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of a "project," defined in the Act as any properties, real or personal, used or useful in connection with a revenue producing enterprise, for the public purposes expressed in the Act and also including any properties, real or personal, used or useful in connection with a revenue producing enterprise, whether or not operated for profit, engaged in providing health care services, including hospitals, nursing homes, and related medical facilities.

1.02. Note. Northland Counseling Center, Inc., a Minnesota nonprofit corporation (the "Borrower"), has proposed that the City issue its Revenue Note (Northland Counseling Center Project), Series 2013 (the "Note"), in one or more series, in an aggregate principal amount not to exceed \$1,500,000, and loan the proceeds derived from the sale of the Note to the Borrower pursuant to the terms of a Loan Agreement, dated on or after October 1, 2013 (the "Loan Agreement"), between the City and the Borrower. The Note is proposed to be purchased by Grand Rapids State Bank, a Minnesota banking corporation (the "Lender").

1.03. Project. The Borrower has proposed to use the proceeds of the Note to (i) finance the costs of various capital improvements including, but not limited to, interior and exterior improvements and improvements to parking facilities at the Northland Counseling Center located at 215 SE Second Avenue, Grand Rapids, Minnesota, the Northland Recovery Center located at 1215 SE Seventh Avenue, Grand Rapids, Minnesota, the Northland Recovery Adolescent Center located at 510 SE Thirteenth Street, Grand Rapids, Minnesota, the Maintenance Shop located at 13 Willow Lane, Grand Rapids, Minnesota, the Northland Recovery Women's Center located at 213 SE Eleventh Street, Grand Rapids, Minnesota, the Kiesler House located at 1313 NE Seventh Avenue, Grand Rapids, Minnesota, the Administration Building located at 511 North Pokegama Avenue, Grand Rapids, Minnesota, and the Maplewood Adult Foster Care located at 402 SE Thirteenth Street, Grand Rapids, Minnesota; (ii) refinance certain outstanding indebtedness incurred by the Borrower for the acquisition of the Administration Building and the adult foster care house known as Spear's Place located at 408 SE Second Avenue, Grand Rapids, Minnesota (collectively, the "Project"); and (iii) pay the costs of issuance of the Note. The Borrower will own and operate the Project.

1.04. Tax-Exempt Status of Borrower. The Borrower has represented to the City that it is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as a result of the application of Section 501(c)(3) of the Code.

1.05. Loan Repayments. The loan repayments to be made by the Borrower under the Loan Agreement will be fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Note when due. The City will assign its rights to the loan payments and certain other rights under the Loan Agreement to the Lender pursuant to the terms of an Assignment of Loan Agreement, dated on or after October 1, 2013 (the "Assignment"), between the City and the Lender. The payment of the principal of, premium, if any, and interest on Note will also be secured by a Mortgage, Security Agreement, Fixture Financing Statement, and Assignment of Leases and Rents, dated on or after October 1, 2013 (the "Mortgage"), between the Borrower and the Lender, with respect to the real property and the collateral securing the Note and such other security as may be required from the Borrower by the Lender.

1.06. Disbursement of Proceeds of the Note. The proceeds of the Note will be disbursed by the Lender to the Borrower pursuant to a Disbursing Agreement, dated on or after October 1, 2013 (the "Disbursing Agreement"), between the Borrower, the Lender, and a disbursing agent named therein.

1.07. Documents. Forms of the following documents have been submitted to and are now on file with the City Council: (i) the Note; (ii) the Loan Agreement; (iii) the Assignment of Loan Agreement; (iv) the Disbursing Agreement; and (v) the Mortgage.

1.08. Public Hearing and DEED Application. Section 147(f) of the Code, and regulations promulgated thereunder, requires that prior to the issuance of the Note, the City Council of the City (the "City Council") approve the Note after conducting a public hearing thereon. Section 469.154, subdivision 4, of the Act requires that prior to submitting an application to the Minnesota Department of Employment and Economic Development ("DEED") for approval of the Project, the City Council must conduct a public hearing on the proposal to undertake projects authorized to be financed under the terms of the Act.

A notice of public hearing (the "Public Notice") was published in the *Grand Rapids Herald-Review*, the official newspaper and a newspaper of general circulation in the City, with respect to: (i) the required public hearing under Section 147(f) of the Code; (ii) the required public hearing under Section 469.154, subdivision 4, of the Act; and (iii) approval of the issuance of the Note. The Public Notice was published at least fourteen (14) days before the date hereof. On the date hereof, the City Council conducted a public hearing at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, with respect to the proposed issuance of the Note and the location and nature of the Project.

Section 2. Issuance of the Note

2.01. Findings. The City Council hereby finds, determines, and declares that:

(a) The issuance and sale of the Note, the execution and delivery by the City of the Note, the Loan Agreement, and the Assignment of Loan Agreement, and the performance of all covenants and agreements of the City contained in the Note, the Loan Agreement and the Assignment of Loan Agreement are undertaken pursuant to the Act.

(b) The Project furthers the purposes stated in Section 469.152 of the Act and constitutes a "project," as defined in Section 469.153, subdivision 2(b) and (d) of the Act.

(c) The loan repayments to be made by the Borrower under the Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Note issued under this resolution when due, and the Loan Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all lawfully imposed taxes and special assessments levied upon or with respect to the Project and payable during the term of the Loan Agreement.

(d) As provided in the Loan Agreement, the Note shall not be payable from or charged upon any funds other than the revenue pledged to their payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder or registered owner of the Note shall ever have the right to compel any exercise by the City of its taxing powers to pay the Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which will be assigned to the Lender under the Assignment of Loan Agreement. The Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreement, and the revenues and assets thereunder, which will be assigned to the Lender under the Assignment of Loan Agreement. The Note shall recite that the Note is issued pursuant to the Act, and that the Note, including interest and premium, if any, thereon, is payable solely from the revenues and assets pledged to the payment thereof, and the Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

2.02. Issuance and Sale of the Note. The City hereby authorizes the issuance of the Note in a principal amount not to exceed \$1,500,000, in one or more series, in the form, and with the terms set forth in the form of the Note now on file with the City. The aggregate principal amount of the Note, the interest rate of the Note, the terms for adjustment of the interest rate on the Note, the date of the documents referenced herein and the Note, and the terms of redemption of the Note may be established or modified with the approval of the City. The execution and delivery of the Note shall be conclusive evidence that the City has approved such terms as subsequently established or modified. The offer of the Lender to purchase the Note at the price of par plus accrued interest, if any, to the date of delivery at the interest rate or rates specified in the Note is hereby accepted. Upon approval of the Project by DEED, the Mayor and the City Administrator of the City are authorized and directed to prepare and execute the Note as prescribed in the Loan Agreement and the Note shall be delivered to the Lender. The Mayor, the City Administrator, and the Finance Director of the City are hereby authorized to execute and deliver any agreements with any depository institution, including any representation letter or amendment to any existing representation letter, in the event the City and the Lender elect to register the Note in book-entry form.

2.03. Approval of Documents. The Loan Agreement and the Assignment of Loan Agreement are hereby approved in substantially the forms on file with the City on the date hereof with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Administrator, in their discretion, shall determine, and the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such determination. The Mayor and the City Administrator are hereby authorized and directed to execute and deliver the Loan Agreement and the Assignment of Loan Agreement. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed, and recorded as provided herein and in the Loan Agreement.

2.04. Certifications of the City. The Mayor, City Administrator, Finance Director, and other officers, employees, and agents of the City are hereby authorized and directed to prepare and furnish to bond counsel and the Lender certified copies of all proceedings and records of the City relating to the

issuance of the Note including a certification of this resolution. Such officers, employees, and agents are hereby authorized to execute and deliver, on behalf of the City, all other certificates, instruments, and other written documents that may be requested by bond counsel, the Lender, or other persons or entities in conjunction with the issuance of the Note. Without imposing any limitation on the scope of the preceding sentence, such officers, employees, and agents are specifically authorized to execute and deliver one or more financing statements, an arbitrage and rebate certificate, a receipt for the proceeds derived from the sale of the Note, an order as to the application of the proceeds of the Note, a general certificate of the City, and an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038 (Rev. April 2011). The City hereby authorizes Kennedy & Graven, Chartered, as bond counsel of the City, to prepare, execute, and deliver its approving legal opinion with respect to the Note.

2.05. Security for the Note. The City hereby authorizes the Borrower to provide such security for payment of its obligations under the Loan Agreement and for payment of the Note, including the Mortgage, as is agreed upon by the Borrower and the Lender, and the City hereby approves the execution and delivery of such security.

2.06. Bank Qualification Designation. The City hereby determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the City during calendar year 2013 does not exceed \$10,000,000. The City hereby designates the Note as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code.

Section 3. Miscellaneous

3.01. Agreements Binding. All agreements, covenants, and obligations of the City contained herein and in the above-referenced documents shall be deemed to be the agreements, covenants, and obligations of the City to the full extent authorized or permitted by law, and all such agreements, covenants, and obligations shall be binding on the City and enforceable in accordance with their terms. No agreement, covenant, or obligation contained in this resolution or in the above-referenced documents shall be deemed to be an agreement, covenant, or obligation of any member of the City Council, or of any officer, employee, or agent of the City in that person's individual capacity. Neither the members of the City Council, nor any officer executing the Note, shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance of the Note.

3.02. Rights Conferred. Except as herein otherwise expressly provided, nothing in this resolution or in the Loan Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the City and the registered and beneficial owners of the Note, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provision hereof or of the Loan Agreement or any provision thereof; this resolution, the Loan Agreement and all of their provisions being intended to be, and being for the sole and exclusive benefit of the City and the registered and beneficial owners of the Note issued under the provisions of this resolution and the Loan Agreement, and the Borrower to the extent expressly provided in the Loan Agreement.

3.03. Validity. If for any reason the Mayor, City Administrator, Finance Director, or any other officers, employees, or agents of the City authorized to execute certificates, instruments, or other written documents on behalf of the City shall for any reason cease to be an officer, employee, or agent of the City after the execution by such person of any certificate, instrument, or other written document, such fact shall not affect the validity or enforceability of such certificate, instrument, or other written document. If for any reason the Mayor, City Administrator, Finance Director, or any other officers, employees, or agents of the City authorized to execute certificates, instruments, or other written documents on behalf of the City shall be unavailable to execute such certificates, instruments, or other written documents for any reason, such certificates, instruments, or other written documents may be executed by a deputy or

assistant to such officer, or by such other officer of the City as in the opinion of the City Attorney is authorized to sign such document.

Section 4. Reimbursement of Costs under the Code.

4.01. Treasury Regulations. The United States Department of the Treasury has promulgated final regulations governing the use of the proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City or a borrower from the City for project expenditures paid prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than sixty (60) days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds occur within eighteen months after the later of: (i) the date the expenditure is paid; or (ii) the date the project is placed in service or abandoned, but in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

4.02. Reimbursement for Expenditures. To the extent any portion of the proceeds of the Note will be applied to expenditures with respect to the Project, the City reasonably expects to reimburse the Borrower for the expenditures made for costs of the Project from the proceeds of the Note after the date of payment of all or a portion of such expenditures. All reimbursed expenditures shall be capital expenditures, costs of issuance of the Note, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations and also qualifying expenditures under the Act.

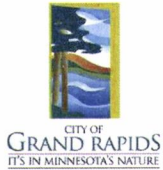
Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this 23rd day of September, 2013.

Mayor

ATTEST:

City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

| | | | | | |
|-----------------------|--|----------------------|---|--------------|--|
| File #: | 13-0560 | Version: | 1 | Name: | Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Mini Storage use, as a permitted use, within the I-1 (Industrial Park) zoning district. |
| Type: | Public Hearing | Status: | | | Public Hearing |
| File created: | 9/16/2013 | In control: | | | City Council |
| On agenda: | 9/23/2013 | Final action: | | | |
| Title: | Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Mini Storage use, as a permitted use, within the I-1 (Industrial Park) zoning district. | | | | |
| Sponsors: | | | | | |
| Indexes: | | | | | |
| Code sections: | | | | | |
| Attachments: | Sect. 30-512 Table-1 (Permitted Uses) | | | | |

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

Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Mini Storage use, as a permitted use, within the I-1 (Industrial Park) zoning district.

Background Information:

On August 26, 2013, the Grand Rapids City Council conducted a public hearing to consider the Planning Commission's recommendation for denial of a petitioned zoning map amendment. The requested rezoning was from an I-1 (Industrial Park) zoning district to that of GB (General Business) zoning district.

As you recall, the requested rezoning was to facilitate the expansion of a grandfathered, nonconforming use (mini storage facility at 3414 Trout Road) which is located within an I-1 district. As part of the motion for denial of the rezoning, as was the Planning Commission's recommendation, the City Council initiated the process to review and consider a text amendment to the Zoning Ordinance that would establish the mini storage use as a permitted use within the I-1 zoning district.

Mini storage, is currently defined within Section 30-421 Definitions of the Municipal Code: "*means an enclosed storage facility containing multiple individual units used solely for the storage of personal property. These units are intended to be leased or rented to private individuals. This facility is not intended to be used for commercial or industrial storage, nor shall the storage of flammable liquids or other hazardous materials be permitted*".

Currently, within Section 30-512 Table-1 Permitted Uses, the mini storage use is permitted within the GB/SGB (General Business) zoning district alone.

By its description, within Section 30-511 Purpose of districts: "*I-1 industrial park district and SI-1 shoreland industrial park district. These are planned industrial districts that are intended to accommodate new, modern, high performance, low impact industrial uses in a park-like setting. They allow a full range of industrial activities plus support services but allow only limited sales of goods and services directly to the public*".

The uses currently permitting by right (P) within the I-1 zoning district, under Section 30-512, include: group/foster homes & residential treatment centers (7+ persons), accessory buildings, auto-truck fleet storage, motor freight terminals, general warehouse, neighborhood parks, monument work/sales, custom manufacturing, light & heavy manufacturing, recycling center, and wholesale distribution facilities.

The uses currently permitted with additional restriction (R) within the I-1 zoning district include: essential service structure, temporary buildings, contractor's yard/materials storage, and outdoor storage of land/sea containers. Additionally, uses permitted through a CUP (Conditional Use Permit) within the I-1 zoning district are: interim uses, telecommunication towers, jails/detention centers, and the mining of sand & gravel.

At their meeting on September 5, 2013, the Planning Commission reviewed the amendment prepared by staff and forwarded a favorable recommendation to the City Council regarding the draft text amendment. The proposed amendment is incorporated into the draft Ordinance being considered, which also includes the Planning Commission's findings of fact.

Requested City Council Action

Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Mini Storage use, as a permitted use, within the I-1 (Industrial Park) zoning district.

TABLE 1 - PERMITTED USES
TABLE INSET:

| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|----------------------------------|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|----|----------------|----|----|--|
| RESIDENTIAL | | | | | | | | | | | | | | | | | | |
| | P | P | P | P | P | | | | | | | | | | | P | | single-family detached |
| | | P | P | P | P | | | | | | | | | | | P | | twin home attached |
| | | P | P | P | P | | | P | | | | | | | | | | two-family attached |
| | | | | | | | | | | | | | | | | R | | manufactured home < 24' wide |
| | | | | | P | P | R | | | | | | | | | P | | accessory apartments |
| R | R | R | P | P | P | | | | | | | | | | | R | | roomers |
| | | R | R | R | P | P | P | | | | | | | | | P | | bed and breakfast accommodations |
| | | | P | P | P | P | R | P | | | | | | | | | | multifamily |
| | | CUP | CUP | | | | | | | | | | | | | | | manufactured home park |
| | | | P | | P | | P | P | P | | | | | | | | | congregate housing |
| | R | R | R | R | R | R | R | R | | | | | | | R | R | | emergency housing facility |
| SENIOR HOUSING WITH SERVICES | | | | | | | | | | | | | | | | | | |
| R | R | R | P | P | P | | | | P | | | | | | | | | 6 or fewer persons |
| R | R | R | P | P | P | | | | P | | | | | | | | | 7 to 8 persons |
| R | R | R | P | P | P | | | | P | | | | | | | | | 9 to 16 persons |
| | | | P | P | P | | | | | | | | | | | | | 17 or more persons |
| GROUP HOMES, FOSTER HOMES AND | | | | | | | | | | | | | | | | | | |

| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|--|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|----|----------------|----|----|--|
| RESIDENTIAL TREATMENT CENTERS | | | | | | | | | | | | | | | | | | |
| R | R | R | R | R | R | | | | | | | | | | | R | | 6 or fewer persons |
| | | | P | P | P | | | | | | | P | | | | P | | 7 to 16 persons |
| | | | | P | P | | P | P | P | | | P | | | | | | 17 or more persons |
| DAY CARE/NURSERY | | | | | | | | | | | | | | | | | | |
| P | P | P | P | P | P | P | P | P | R | | P | R | R | | P | P | P | 14 or fewer persons |
| R | R | R | R | R | P | P | P | P | R | | P | R | R | | P | P | P | 15 or more persons |
| MISCELLANEOUS RESIDENTIAL USES | | | | | | | | | | | | | | | | | | |
| P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | accessory buildings |
| R | R | R | R | R | R | | | | | | | | | | | R | | garage/yard sales |
| R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | essential services |
| R | R | R | R | R | R | R | | | | R | | | | | | P | | outdoor storage |
| R | R | R | R | R | R | | | | | | | | | | | P | | private recreation |
| R | R | R | R | R | | | | | | | | | | | | P | | woodpiles |
| R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | temporary buildings |
| R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | R | P | P | satellite dish/solar collectors |
| R | R | R | R | R | | | | | | | | | | | | R | | Home occupations |

| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|--|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|----|----------------|----|----|--|
| COMMERCIAL | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | P | aviation related commercial operation |
| AGRICULTURAL SALES AND SERVICE | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | P | | kennels |
| | | | | | | P | P | | | | | | | | | | | pet shops |
| | | | | | | P | R | | | | R | | | | | P | | veterinary services |
| R | | | | | | | | | | | | | | | | R | | farm animals |
| | | | | | | P | | | | | | | | | | | | farm equipment |
| | | | | | | P | | | | | | | | | | | | feed, grain, supplies |
| AUTOMOTIVE/RECRE ATIONAL VEHICLES | | | | | | | | | | | | | | | | | | |
| | | | | | | P | | | | | | | | | | | | sales: new or used |
| | | | | | | R | | | | | R | | | | | | | repair/service |
| | | | | | | R | | | | | | | | | | | | car/truck wash |
| | | | | | | R | R | | | | | | | | | | | gasoline stations |
| | | | | | | CUP | | | | | | | | | | | | junk/salvage yard |
| | | | | | | P | | | | | | P | P | | P | | | auto-truck fleet storage |
| | | | | | | P | | | | | P | | | | | | P | Transportation dispatch and storage |
| CONSTRUCTION | | | | | | | | | | | | | | | | | | |
| | | | | | R | P | P | | | | P | | | | | | | construction material |

| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|------------------------|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|-----|----------------|-----|-----|---|
| | | | | | | | | | | | | | | | | | | suppliers |
| | | | | | | R | | | | | | R | R | | | | | contractor's yard, materials storage |
| | | | | | | P | | | | | | | | | | | | equipment/truck sales and service |
| | | | | | | R | | | | | | | | | | | | equipment and/or tool rental |
| FINANCIAL INSTITUTIONS | | | | | | | | | | | | | | | | | | |
| | | | | | R | P | P | | | | | | | | | | | bank, savings and loan, loan agency, etc. |
| FOOD SERVICE | | | | | | | | | | | | | | | | | | |
| | | | | | | P | P | P | R | R | | | | | | | | restaurant |
| | | | | | R | R | R | R | R | | | R | R | | R | | R | vending machines |
| HEALTH CARE | | | | | | | | | | | | | | | | | | |
| | | | | | P | P | P | P | P | | P | | | | | | | clinic (outpatient treatment centers) |
| | | | | | | | | P | P | | | | | | | | | hospitals |
| CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | CUP | INTERIM USE |
| | | | | | R | P | P | | | | P | | | | | | P | OFFICE-Business |
| | | | | | R | P | P | P | P | | P | | | | | | P | professional, scientific, and technical services |
| | | | | | R | P | P | P | P | | P | | | | | | | administrative and support services |

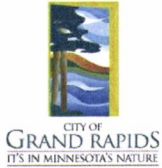
| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|---------------------------------|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|-----|----------------|----|----|--|
| RECREATION/ENTERTAINMENT | | | | | | | | | | | | | | | | | | |
| | | | | | | P | P | | | | | | | | | | | indoor |
| | | | | | R | P | P | | P | | P | | | | P | | | health & fitness club |
| R | | | | | R | R | R | R | | | | | | | | R | | clubs, lodges, membership organizations, etc. |
| | | | | | | CUP | | | | P | | | CUP | CUP | CUP | | | recreation facility, commercial-outdoor |
| | | | | | | | | | | R | | | | | | | | Shooting range |
| | | | | | | | | | | P | | | | | | | | Off-road motorized sport vehicle trails |
| | | | | | | R | R | | | | | | | | | | | video arcades |
| | | | | | | P | P | | | | P | | | | | | | COMMUNICATION SERVICES |
| RETAIL | | | | | | | | | | | | | | | | | | |
| | | | | | R | P | P | | | | | | | | | | R | general sales and services (see definition) |
| | | | | | | CUP | | | | | | | | | | | | general sales and services (see definition), greater than 70,000 sq. ft. building footprint |
| | | | | | | P | P | | | | | | | | | P | | nursery, landscaping |
| | | | | | | P | | | | | | | | | | | | grocery stores |
| | | | | | | P | P | | P | | P | | | | | | | medical equipment and supplies (see definition) |

| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|-------------------------------|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|----|----------------|----|----|---|
| | | | | | R | P | P | R | R | | | | | | | | | pharmacy |
| | | | | | | R | R | R | | | | | | | R | P | | temporary outdoor sales |
| SCHOOLS PUBLIC AND PRIVATE | | | | | | | | | | | | | | | | | | |
| R | R | R | R | R | | | | | | | | | | | P | | | elementary - secondary |
| | | | | | | P | P | | | | | | | | P | P | | post high schools and colleges |
| WAREHOUSE | | | | | | | | | | | | | | | | | | |
| | | | | | | P | | | | | P | P | P | | R | | | general |
| | | | | | | P | | | | | | P | | | | | | mini storage |
| | | | | | | P | | | | | P | P | P | | | | | motor freight terminal |
| | | | | | R | R | R | R | R | R | R | R | R | R | R | R | R | outdoor storage of land/sea containers |
| PUBLIC/SEMI-PUBLIC | | | | | | | | | | | | | | | | | | |
| P | P | P | P | P | | | | | | | | | | P | P | | | athletic facilities - public |
| | | | | | | | | | | | | | | | P | P | | cemeteries |
| R | R | R | R | R | R | R | R | | | | | | | | | P | | churches |
| | | | | | | P | P | | | | | | | | P | | | cultural facilities (art galleries, libraries, museums) |
| R | R | R | R | R | | | | | | P | | | | | R | P | | golf and country clubs |
| | | | | | | | | | | | | P | P | | P | | | water sewage treatment |

| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|----------------|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|----|----------------|-----|----|---|
| | | | | | | | | | | CUP | | CUP | CUP | | | CUP | | telecommunications towers |
| P | P | P | P | P | P | P | P | P | P | P | P | P | P | | P | P | P | treatment, power substations, neighborhood parks |
| CUP | CUP | CUP | CUP | CUP | R | R | CUP | CUP | R | R | R | R | R | R | R | R | R | essential services structure |
| | | | | | | | | | | | | CUP | | | | | | jail, detention center, and juvenile detention center |
| TRANSPORTATION | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | P | P | P | | | P | P | major (terminals, hangers, switching yards, sidings, runways, heliports) |
| | P | P | P | P | P | P | P | P | P | | P | P | P | P | P | P | P | minor (railroad, rights- of-way, streets, transit shelters) |
| INDUSTRIAL | | | | | | | | | | | | | | | | | | |
| | | | | | | P | | | | | | P | | | | | | monument work/sales |
| | | | | | | | | | | | | P | | | P | | P | military post |
| | | | | | R | R | R | | | | P | P | P | | | | | manufacturing, light |
| | | | | | | | | | | | | P | P | | | | | manufacturing, heavy |
| | | | | | | | | | | | P | P | P | | | | | Light industrial activities not listed |
| | | | | | | | | | | | | P | P | | | | | Heavy industrial activities not listed |

| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|------------|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|----|----------------|----|----|---|
| | | | | | | R | | | | | | P | | | | | | recycling center |
| | | | | | | P | | | | | P | P | | | | | | wholesale distribution facility |
| | | | | | R | R | R | | | | R | R | R | | | | | outdoor storage (merchandise/material) |
| CUP | | | | | | | | | | CUP | | CUP | CUP | | CUP | | | mining of sand and gravel |

DRAFT



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0561 **Version:** 1 **Name:** Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 of the Zoning Ordinance, to add the Mini Storage use, as a permitted use, within the I-1 (Industrial Park) zoning district.

Type: Agenda Item **Status:** Public Hearing

File created: 9/16/2013 **In control:** City Council

On agenda: 9/23/2013 **Final action:**

Title: Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 of the Zoning Ordinance, to add the Mini Storage use, as a permitted use, within the I-1 (Industrial Park) zoning district.

Sponsors:

Indexes:

Code sections:

Attachments: [Draft Ordinance: Mini Storage Text Amendment 9-23-13](#)

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

Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 of the Zoning Ordinance, to add the *Mini Storage* use, as a permitted use, within the I-1 (Industrial Park) zoning district.

Background Information:

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the ordinance as prepared, or the Council can make its own findings to support its reasons for approving or denying the text amendment.

Requested City Council Action

Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 of the Zoning Ordinance, to add the *Mini Storage* use, as a permitted use, within the I-1 (Industrial Park) zoning district.

ORDINANCE NO. 13-__

AN ORDINANCE AMENDING MULTIPLE SECTIONS OF CHAPTER 30 LAND DEVELOPMENT REGULATIONS ESTABLISHING THE MINI STORAGE USE AS A PERMITTED USE WITHIN THE I-1 (INDUSTRIAL PARK) ZONING DISTRICT

WHEREAS, the Planning Commission on September 5, 2013 reviewed draft amendments to Section 30-512 Table-1 *Permitted Uses* of the Zoning Ordinance and made certain findings of fact, that the addition of the mini storage use, as a permitted use, within the I-1 (Industrial Park) zoning district was consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt the amendment to the above referenced portion of Article VI of Chapter 30 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, September 23, 2013 at 6:00 p.m., to consider the recommended amendments; and

WHEREAS, the City Clerk presented the affidavit of publication of the notice of the public hearing; and

WHEREAS, the City Council has heard all persons who wished to be heard in regards to the proposed text amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that it adopts the Planning Commission's following findings of fact relative to the amendment to Section 30-512 Table-1 within Chapter 30 Land Development Regulations, of the City Code:

- The amendment will not have an adverse effect on the character of neighborhoods, as the mini storage is compatible with other industrial uses.
- The amendment would foster economic growth in the community, by providing additional and future location and growth opportunities within the industrial park areas.
- That the amendments would be in keeping with the spirit and intent of the Zoning Ordinance, as it is established for orderly and methodical development.
- That the amendments would be in the best interest of the general public by allowing a needed use to expand within the community.
- That the amendments would be consistent with the Comprehensive Plan, as the promotion of commercial development, and providing for industrial retention and expansion are referenced under Land Use Goals 2 and 3.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the proposed amendments to the City Code are in the best interest of the public's health, safety, and general welfare, and hereby ordains that the Grand Rapids City Code be amended as follows: See Exhibit "A".

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 23rd day of September, 2013

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

Councilmember _____ seconded the foregoing ordinance and the following voted in favor thereof: _____. Opposed: _____, whereby the ordinance was declared duly passed and adopted.

DRAFT

| RR/ SRR | R-1/ R-1a SR-1/ SR-1a | R-2/ SR-2 | R-3/ SR-3 | R-4/ SR-4 | LB/ SLB | GB/ SGB | CBD | MU/ SMU | M/ SM | RC/ SRC | BP/ SBP | I-1/ SI-1 | I-2/ SI-2 | CD | PU/ SP U | AG | AP | LISTING OF USES IN ZONING DISTRICTS |
|----------------------------|--------------------------------|--------------|--------------|--------------|------------|------------|-----|------------|----------|------------|------------|--------------|--------------|----|----------------|----|----|---|
| | | | | | R | P | P | R | R | | | | | | | | | pharmacy |
| | | | | | | R | R | R | | | | | | | R | P | | temporary outdoor sales |
| SCHOOLS PUBLIC AND PRIVATE | | | | | | | | | | | | | | | | | | |
| R | R | R | R | R | | | | | | | | | | | P | | | elementary - secondary |
| | | | | | | P | P | | | | | | | | P | P | | post high schools and colleges |
| WAREHOUSE | | | | | | | | | | | | | | | | | | |
| | | | | | | P | | | | | P | P | P | | R | | | general |
| | | | | | | P | | | | | | P | | | | | | mini storage |
| | | | | | | P | | | | | P | P | P | | | | | motor freight terminal |
| | | | | | R | R | R | R | R | R | R | R | R | R | R | R | R | outdoor storage of land/sea containers |
| PUBLIC/SEMI-PUBLIC | | | | | | | | | | | | | | | | | | |
| P | P | P | P | P | | | | | | | | | | P | P | | | athletic facilities - public |
| | | | | | | | | | | | | | | | P | P | | cemeteries |
| R | R | R | R | R | R | R | R | | | | | | | | | P | | churches |
| | | | | | | P | P | | | | | | | | P | | | cultural facilities (art galleries, libraries, museums) |
| R | R | R | R | R | | | | | | P | | | | | R | P | | golf and country clubs |
| | | | | | | | | | | | | P | P | | P | | | water sewage treatment |



CITY OF
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0571 **Version:** 1 **Name:** Public Hearing on Final Assessments for CP 2011-6, Horseshoe Lake Road Improvements

Type: Agenda Item **Status:** Public Hearing

File created: 9/18/2013 **In control:** City Council

On agenda: 9/23/2013 **Final action:**

Title: Consider conducting a public hearing to consider final assessments on CP 2011-6, Horseshoe Lake Road Improvements.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider conducting a public hearing to consider final assessments on CP 2011-6, Horseshoe Lake Road Improvements.

Background Information:

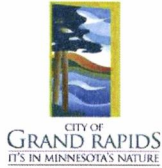
CP 2011-6, Horseshoe Lake Road Improvements project is complete and proposed final assessments have been calculated. Prior to adopting the final assessments a public hearing must be conducted. This hearing has been scheduled for Monday, September 23, 2013, at 6:00 pm, in the council chambers. City Staff will be making a brief assessment presentation.

Staff Recommendation:

City staff recommends conducting a public hearing to consider final assessments on CP 2011-6, Horseshoe Lake Road Improvements.

Requested City Council Action

Consider conducting a public hearing to consider final assessments on CP 2011-6, Horseshoe Lake Road Improvements.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0565 **Version:** 1 **Name:** Resolution Adopting Final Assessments for CP 2011-6, Horseshoe Lake Road
Type: Agenda Item **Status:** Public Hearing
File created: 9/18/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Consider adopting a resolution adopting final assessments for CP 2011-6, Horseshoe Lake Road Improvements
Sponsors:
Indexes:
Code sections:
Attachments: [9-23-13 Resolution CP 2011-6 adopting assessments](#)

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

Consider adopting a resolution adopting final assessments for CP 2011-6, Horseshoe Lake Road Improvements

Background Information:

Once the public hearing for CP 2011-6, Horseshoe Lake Road Improvements has been completed, the City Council can consider a resolution adopting the final assessments. The resolution is attached.

Staff Recommendation:

City staff is recommending the attached resolution.

Requested City Council Action

Consider adopting a resolution adopting final assessments for CP 2011-6, Horseshoe Lake Road Improvements

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

RESOLUTION NO. 13-__

**A RESOLUTION ADOPTING ASSESSMENTS FOR
HORSESHOE LAKE ROAD IMPROVEMENTS
PROJECT 2011-6**

WHEREAS, pursuant to proper notice duly given as required by law, that on September 23, 2013, the Council has met and heard and passed upon all objections to the proposed assessments for Grand Rapids City Project 2011-6, Horseshoe Lake Road Improvements project; and

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

1. Such proposed assessment, a copy of which is on file in the City Clerk's Office, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2014, and shall bear interest at the rate of 2.94 percent per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2013.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days of the adoption of this resolution; and may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the succeeding year.
4. Senior and disabled citizens may apply to have special assessments deferred. Interest shall accrue on any deferral at a rate of 2.94 percent per annum from the date of adoption of this resolution.
5. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax lists of the County, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

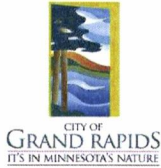
Adopted by the Council this 23th day of September, 2013.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0570 **Version:** 1 **Name:** Public Hearing for Final Assessments for CP 2004-3, 4th St SW/SE & Pokegama
Type: Agenda Item **Status:** Public Hearing
File created: 9/18/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Consider conducting a public hearing to consider final assessments on CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st St S to 10th St S.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider conducting a public hearing to consider final assessments on CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st St S to 10th St S.

Background Information:

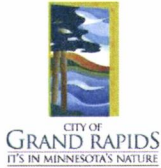
CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st St S to 10th St S Reconstruction project is complete and proposed final assessments have been calculated. Prior to adopting the final assessments a public hearing must be conducted. This hearing has been scheduled for Monday, September 23, 2012, at 6:00 pm, in the council chambers. City Staff will be making a brief assessment presentation.

Staff Recommendation:

City staff recommends conducting a public hearing to consider final assessments on CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st St S to 10th St S.

Requested City Council Action

Consider conducting a public hearing to consider final assessments on CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st St S to 10th St S.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0564 **Version:** 1 **Name:** Resolution to Adopt Final Assessments for CP 2004-3, 4th St SW/SE
Type: Agenda Item **Status:** Public Hearing
File created: 9/18/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Consider adopting a resolution adopting final assessments for CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st Street S to 10th Street S.
Sponsors:
Indexes:
Code sections:
Attachments: [9-23-13 Resolution CP 2004-3 adopting assessments](#)

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

Consider adopting a resolution adopting final assessments for CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st Street S to 10th Street S.

Background Information:

Once the public hearing for CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st Street S to 10th Street S has been complete, the City Council can consider a resolution adopting the final assessments. The resolution is attached.

Staff Recommendation:

City staff is recommending the attached resolution.

Requested City Council Action

Consider adopting a resolution adopting final assessments for CP 2004-3, 4th Street SW/SE and Pokegama Avenue from 1st Street S to 10th Street S.

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

RESOLUTION NO. 13-__

**A RESOLUTION ADOPTING ASSESSMENTS FOR
4TH STREET SW/SE IMPROVEMENTS
PROJECT 2004-3**

WHEREAS, pursuant to proper notice duly given as required by law, that on September 23, 2013, the Council has met and heard and passed upon all objections to the proposed assessments for Grand Rapids City Project 2004-3, 4th Street SW/SE Improvements project; and

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

1. Such proposed assessment, a copy of which is on file in the City Clerk's Office, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2014, and shall bear interest at the rate of 2.94 percent per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2013.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days of the adoption of this resolution; and may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the succeeding year.
4. Senior and disabled citizens may apply to have special assessments deferred. Interest shall accrue on any deferral at a rate of 2.94 percent per annum from the date of adoption of this resolution.
5. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax lists of the County, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Council this 23th day of September, 2013.

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.



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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0572 **Version:** 1 **Name:** Public Hearing on Final Assessments on CP 2012-3, 4th Ave NE & CP 2013-1, 7th Ave NW
Type: Agenda Item **Status:** Public Hearing
File created: 9/18/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Consider conducting a public hearing to consider final assessments on CP 2012-3, 4th Avenue NE Reconstruction and CP 2013-1, 7th Avenue NW Reconstruction.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider conducting a public hearing to consider final assessments on CP 2012-3, 4th Avenue NE Reconstruction and CP 2013-1, 7th Avenue NW Reconstruction.

Background Information:

CP 2012-3, 4th Avenue NE Reconstruction and CP 2013-1, 7th Avenue NW Reconstruction project is nearly complete and proposed final assessments have been calculated. Prior to adopting the final assessments a public hearing must be conducted. This hearing has been scheduled for Monday, September 23, 2013, at 6:00 pm, in the council chambers. City Staff will be making a brief assessment presentation.

Staff Recommendation:

City staff recommends conducting a public hearing to consider final assessments on CP 2012-3, 4th Avenue NE Reconstruction and CP 2013-1, 7th Avenue NW Reconstruction.

Requested City Council Action

Consider conducting a public hearing to consider final assessments on CP 2012-3, 4th Avenue NE Reconstruction and CP 2013-1, 7th Avenue NW Reconstruction.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0566 **Version:** 1 **Name:** Resolution Adopting Assessments for CP 2012-3 & 2013-1, 4th Ave NE & 7th Ave NW
Type: Agenda Item **Status:** Public Hearing
File created: 9/18/2013 **In control:** City Council
On agenda: 9/23/2013 **Final action:**
Title: Consider adopting a resolution adopting final assessments for CP 2012-3 & CP 2013-1, 4th Avenue NE and 7th Avenue NW Reconstruction.
Sponsors:
Indexes:
Code sections:
Attachments: [9-23-13 Resolution CP 2012-3 & CP 2013-1 adopting assessments](#)

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

Consider adopting a resolution adopting final assessments for CP 2012-3 & CP 2013-1, 4th Avenue NE and 7th Avenue NW Reconstruction.

Background Information:

Once the public hearing for CP 2012-3 & CP 2013-1, 4th Avenue NE and 7th Avenue NW Reconstruction has been completed, the City Council can consider a resolution adopting the final assessments. The resolution is attached.

Staff Recommendation:

City staff is recommending the attached resolution.

Requested City Council Action

Consider adopting a resolution adopting final assessments for CP 2012-3 & CP 2013-1, 4th Avenue NE and 7th Avenue NW Reconstruction.

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

RESOLUTION NO. 13-__

**A RESOLUTION ADOPTING ASSESSMENTS FOR
4th AVENUE NE RECONSTRUCTION
PROJECT 2012-3
AND
7th AVENUE NW RECONSTRUCTION
PROJECT 2013-1**

WHEREAS, pursuant to proper notice duly given as required by law, that on September 23, 2013, the Council has met and heard and passed upon all objections to the proposed assessments for Grand Rapids City Project 2012-3, 4th Avenue NE Reconstruction and City Project 2013-1, 7th Avenue NW Reconstruction projects; and

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

1. Such proposed assessment, a copy of which is on file in the City Clerk's Office, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2014, and shall bear interest at the rate of 2.94 percent per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2013.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days of the adoption of this resolution; and may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the succeeding year.
4. Senior and disabled citizens may apply to have special assessments deferred. Interest shall accrue on any deferral at a rate of 2.94 percent per annum from the date of adoption of this resolution.
5. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax lists of the County, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

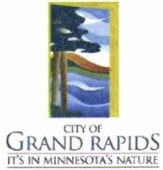
Adopted by the Council this 23th day of September, 2013.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0573 **Version:** 1 **Name:** Public Hearing on Final Assessments on CP 2010-2, City Wide Overlays-Urban & CP 2012-4A, Remer-DeSchepper Overlays-Rural

Type: Agenda Item **Status:** Public Hearing

File created: 9/18/2013 **In control:** City Council

On agenda: 9/23/2013 **Final action:**

Title: Consider conducting a public hearing to consider final assessments on CP 2010-2, City Wide Overlays-Urban and CP 2012-4A, Remer-DeSchepper Overlays-Rural.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider conducting a public hearing to consider final assessments on CP 2010-2, City Wide Overlays-Urban and CP 2012-4A, Remer-DeSchepper Overlays-Rural.

Background Information:

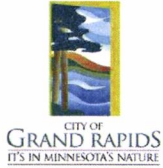
CP 2010-2, City Wide Overlays-Urban and CP 2012-4A, Remer-DeSchepper Overlays-Rural projects are nearly complete and proposed final assessments have been calculated. Prior to adopting the final assessments a public hearing must be conducted. This hearing has been scheduled for Monday, September 23, 2013, at 6:00 pm, in the council chambers. City Staff will be making a brief assessment presentation.

Staff Recommendation:

City staff recommends conducting a public hearing to consider final assessments on CP 2010-2, City Wide Overlays-Urban and CP 2012-4A, Remer-DeSchepper Overlays-Rural.

Requested City Council Action

Consider conducting a public hearing to consider final assessments on CP 2010-2, City Wide Overlays-Urban and CP 2012-4A, Remer-DeSchepper Overlays-Rural.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0567 **Version:** 1 **Name:** Resolution Adopting Assessments for CP 2010-2 and 2012-4A, City Wide & Remer DeSchepper Overlays

Type: Agenda Item **Status:** Public Hearing

File created: 9/18/2013 **In control:** City Council

On agenda: 9/23/2013 **Final action:**

Title: Consider adopting a resolution adopting final assessments for CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays - Rural.

Sponsors:

Indexes:

Code sections:

Attachments: [9-23-13 Resolution CP 2010-2 & CP 2012-4A adopting assessments](#)

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

Consider adopting a resolution adopting final assessments for CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays - Rural.

Background Information:

Once the public hearing for CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays - Rural has been completed, the City Council can consider a resolution adopting the final assessments. The resolution is attached.

Staff Recommendation:

City staff is recommending the attached resolution.

Requested City Council Action

Consider adopting a resolution adopting final assessments for CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays - Rural.

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

RESOLUTION NO. 13-__

**A RESOLUTION ADOPTING ASSESSMENTS FOR
CITY WIDE OVERLAYS - URBAN
CITY PROJECT 2010-2
AND
REMER-DESCHEPPER OVERLAYS – RURAL
CP 2012-4A**

WHEREAS, pursuant to proper notice duly given as required by law, that on September 23, 2013, the Council has met and heard and passed upon all objections to the proposed assessments for Grand Rapids City Project 2010-2, Citywide Overlays - Urban and City Project 2012-4A, Remer-DeSchepper Overlays - Rural projects; and

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

1. Such proposed assessment, a copy of which is on file in the City Clerk's Office, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January 2014, and shall bear interest at the rate of 2.94 percent per annum from the date of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2013.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within 30 days of the adoption of this resolution; and may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the succeeding year.
4. Senior and disabled citizens may apply to have special assessments deferred. Interest shall accrue on any deferral at a rate of 2.94 percent per annum from the date of adoption of this resolution.
5. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the proper tax lists of the County, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Council this 23th day of September, 2013.

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.