

Public



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail

City Council Work Session

Monday, May 13, 2013

Conference Room 2A

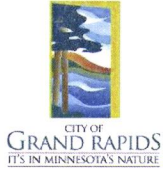
CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council will be held on Monday, May 13, 2013 immediately following the Closed meeting in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

1. [13-0251](#) Discuss Development and Governance Agreement between the YMCA, Elders Circle, and the City
Attachments: [5-13-13 Joint Agreement.pdf](#)
2. [13-0266](#) Review 5:00 agenda and other business as noted.

ADJOURN

Attest: Tom Pagel, City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0251 **Version:** 1 **Name:** YMCA Development Agreement
Type: Agenda Item **Status:** CC Worksession
File created: 5/8/2013 **In control:** City Council Work Session
On agenda: 5/13/2013 **Final action:**
Title: Discuss Development and Governance Agreement between the YMCA, Elders Circle, and the City
Sponsors:
Indexes:
Code sections:
Attachments: [5-13-13 Joint Agreement.pdf](#)

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

Title

Discuss Development and Governance Agreement between the YMCA, Elders Circle, and the City

Body

Background Information:

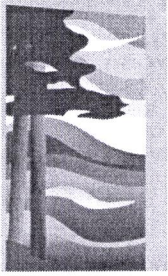
Attached is a draft Development and Governance Agreement between the YMCA, Elders Circle, and the City, for discussion purposes.

Staff Recommendation:

City staff is recommending the City Council discuss the agreement.

Requested City Council Action

Consider discussing the draft Governance and Development Agreement between the YMCA, Elders Circle, and the City.



MEMORANDUM

Date: May 13, 2013
To: City Council
Chad Sterle, City Attorney
From: Tom Pagel, City Administrator
Re: City Participating Cost in Active Living Center (ALC)

At the April 29th, 2013, Policy and Ordinance Review Committee meeting, City Council directed City staff, to develop a methodology to determine a City participating cost for the proposed Active Living Center at the Itasca County YMCA.

City staff is recommending that the City's participating cost be based on percentage of Itasca County population. The City of Grand Rapids population is 10,862 with the total County population being 45,034. **This equates to the City's population being 24% of the total County population.**

The total opinion of project cost for the ALC is \$615,000. **The City's 24% share of this cost would be \$147,600.**

The total number of parking stalls required for the ALC is 120. The total number of required parking stalls at the YMCA is 278. **The percent of ALC parking stalls equates to 43%.**

The opinion of project cost for the parking lot improvements is \$775,000. The ALC percentage of this cost is 43% or \$333,250. **The City's 24% share of the ALC parking lot share is \$79,980.**

The City's total participating cost (building and parking lot) would be \$227,580.

Recognizing that these numbers are based on opinions of cost and not actual project costs, it would not be unreasonable for the City to commit to \$200,000 towards the ALC.

DEVELOPMENT AND GOVERNANCE AGREEMENT
BETWEEN THE CITY OF GRAND RAPIDS, THE
ITASCA COUNTY FAMILY YMCA AND ELDER
CIRCLE

This Development and Governance Agreement is between the City of Grand Rapids ("City"), a municipal corporation organized under the laws of the State of Minnesota; Itasca County Family YMCA ("YMCA"), a non-profit organization experienced in the programming, operation and maintenance of recreational facilities; and ElderCircle ("EC"), an organization whose goal is to provide senior citizens with programs and services focused on helping them maintain their independence.

This document is intended to provide a framework of collaboration between the parties to facilitate the construction and operation of an active living center on property owned by the YMCA, subject to modification. The elements committed to in this Agreement are intended to set forth the main components of the agreement and are not intended as limitations.

AGREEMENT

1. **PURPOSE:** The parties will operate as a partnership in the design, construction and operation of an Active Living Center to be constructed on property currently owned by the YMCA, which will be used primarily for purposes of providing activities for senior citizens in the Itasca County area.

The Parties agree with the other to participate as hereinafter provided in the joint maintenance and operation of an Active Living Center as hereinafter provided and to take this opportunity to acknowledge the benefit this facility brings to the residents of Itasca County and commit to its continued operation.

The Parties agree each with the other that the YMCA will be the fiscal agent of the physical facility and its operations.

2. **REAL PROPERTY:** The land will continue to stay in YMCA ownership.

3. **FUNDING SOURCES:** The parties will initiate a fund-raising effort to raise capital for construction. Additionally, the parties will be seeking grants and funds.

The City of Grand Rapids will make a minimum contribution of \$200,000* in the form of initial building capital. In Addition, the City will contribute \$25,000* annually in the form of operating expenses. The City Council will further discuss the level of funding to be provided and whether or not to include an inflator relative to their yearly contribution.

The YMCA will provide the value of the land, staffing and program support, and administration of the financial management and reporting for the Active Living Center.

Elder Circle will provide grant writing for the capital project, administration, volunteers, staffing and program assistance for the ALC and a monthly lease payment to the YMCA.

4. GOVERNANCE STRUCTURE: The partnership of all three entities will be governed by a Active Living Center Advisory Committee consisting of two members from the YMCA, two members from the City, and two from Elder Circle, and a seventh member who will be added to the Committee by majority vote of the six other members.

The seven-member Committee will recommend a set of bylaws that must be individually accepted by the YMCA, the City and Elder Circle which will set forth the operating structure to be considered by the Committee in the day-to-day operation of the Active Living Center.

The YMCA will be the fiscal agent of the partnership and pay all financial responsibilities for the center.

All terms shall be at the discretion and pleasure of the appointing body. In the event an appointee is not able to complete his appointment, his/her vacancy shall be filled for the unexpired portion of the term by the appropriate appointing body.

The appointment date for all six (6) members shall be on the same date each year after establishment of this agreement.

The Committee shall choose one of its members as Chair and one to act as secretary. In the event the volume of work handled by the Committee shall require it, a paid secretary may be requested by the Committee.

The Committee will operate and conduct its business under bylaws established by the Parties and jointly approved by the Parties, and under all applicable federal regulations, State of Minnesota rules and statutes, and the rules and ordinances established by the Parties.

The established Committee bylaws will be reviewed annually by the Committee and will recommend changes to the Parties for approval and adoption.

The Committee shall, as soon as possible after the end of each calendar year, prepare and present to the Parties, a comprehensive annual report of its activities and state of the Active Living Center.

5. FINANCES: For the purpose of financing the necessary expenditures in carrying out the provisions of this agreement, there are hereby created in the YMCA's accounts and treasury a special fund called "The ACTIVE LIVING CENTER."

All receipts belonging to the shared space of the Active Living Center shall be deposited intact into a bank account to the credit of Active Living Center Department and no disbursement

shall be made from this account except by check, nor unless a verified claim for services and commodities actually rendered or delivered.

The YMCA shall account for the shared portion of The Active Living Center and the custody of the cash and the bank checking accounts shall be in the hands of the YMCA. YMCA staff shall make reports to the Committee at reasonable intervals as determined by the Committee.

For purposes of accounting and reporting, the fiscal year of the Committee and Active Living Center shall be January 1 through December 31. An audit of the Active Living Center Department shall be included in the YMCA's annual audit. Such audits shall be made independently of or in conjunction with any audit which may be made of the funds of the YMCA.

6. INSURANCE: The YMCA will maintain casualty insurance on the building as an owner of the building, and liability insurance for claims or liabilities arising from incidents on the grounds of the center. The YMCA will provide liability insurance with limits acceptable to the City for claims or liabilities arising out of the YMCA's programming, operation and maintenance of the center. Each party will indemnify against any liability resulting from negligent acts or omissions of the other.

7. DURATION: This agreement shall be in full force in perpetuity unless terminated by written notice from any party to the other parties at least two (2) years in advance of such termination.

CITY OF GRAND RAPIDS

YMCA

By: _____

By: _____

By: _____

By: _____

Date: _____

Date: _____

ELDERCIRCLE

By: _____

By: _____

Date: _____