



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail

### City Council

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Monday, January 14, 2013

5:00 PM

City Hall Council Chambers

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AMENDED AS OF FRIDAY, JANUARY 11, 2013

**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, January 14, 2013 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### CALL OF ROLL

#### ORGANIZATIONAL MEETING

- A. [13-0004](#) Designate Mayor Pro-Tem
  
- B. [12-0804](#) Consider appointing the following financial institutions as depository designations for 2013: American Bank, Deerwood Bank, Grand Rapids State Bank, Grand Rapids State Investments, Morgan Stanley Smith Barney, U.S. Bank, and Wells Fargo Bank Minnesota.
  
- C. [13-0002](#) Designation of Official Newspaper  
**Attachments:** [Official Newspaper 2013](#)
  
- D. [13-0016](#) Adopting City Council By-Laws  
**Attachments:** [2013 By-laws](#)
  
- E. [13-0014](#) Appoint Council representatives to Boards and Commissions.
  
- F. [13-0015](#) Appointment of Special Council Representatives to selected agencies.
  
- G. [13-0003](#) 2013 City Calendar  
**Attachments:** [2013 Calendar](#)

#### MEETING PROTOCOL POLICY

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

**PUBLIC FORUM****COUNCIL REPORTS****5:30 APPROVAL OF MINUTES  
PM**

**13-0029** Approve Council minutes for Monday, December 17, 2012 Worksession & Regular Meeting.

**Attachments:** [December 17, 2012 Worksession](#)  
[December 17, 2012 Regular Meeting](#)

**5:31 CONSENT AGENDA  
PM**

*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. **12-0791** Approve refund for 2013 3.2 Beer License in the amount of \$275.00 for Sky Ventures LLC dba Pizza Hut.
2. **12-0794** Resolution establishing 2013 compensation for City of Grand Rapids Non-Represented Employees.  
**Attachments:** [2013 Compensation Benefits Non-Represented Employees pdf](#)
3. **12-0798** Request by the Police Department to authorize the Mayor and City Clerk to sign the Resolution of the Itasca County/City of Grand Rapids At Risk Youth Multi Disciplinary Team.  
**Attachments:** [2013 At-Risk Youth](#)  
[PD Risk Youth 2013](#)
4. **12-0799** Request by the Police Department to approve the yearly pet cremation contract with At Rest Pet Cremation at a cost of \$ 1,400.00  
**Attachments:** [At Rest Pet Cremation](#)
5. **12-0802** Consider approving a contribution of \$15,000 to the Mt. Itasca Ski and Outing Club.  
**Attachments:** [Letter from Jon Denney-Mt. Itasca.pdf](#)
6. **12-0803** Consider approving computer software service agreements for 2013 with Harris Computer Systems \$18,487.39.
7. **13-0001** Consider adopting a resolution authorizing establishing a Fund Management Savings Account at Grand Rapids State Bank and designate the City Administrator, Finance Director, and Assistant Finance Director as authorized signers.  
**Attachments:** [Resolution Fund Mgt Savings-GRSB.pdf](#)



8. [13-0006](#) Accept the resignation of firefighter Brian Whitney.  
**Attachments:** [Whitney Resignation](#)
9. [13-0009](#) Authorize grant application to the Blandin Foundation in the amount of \$5,000.00 in support of the Itasca Area Government Collaboration Task Force.
10. [13-0012](#) Consider adopting the 2013 Central School Budget.  
**Attachments:** [Central School 2013 Budget Resolution.pdf](#)
11. [13-0013](#) Approve hiring of temporary employee with the Grand Rapids Parks and Recreation Department beginning January 15, 2013.
12. [13-0017](#) A grant agreement with IRRRB related to CP 2012-6, ICC/Glenwood Intersection Improvements  
**Attachments:** [1-14-13 Attachment CP 2012-6 IRRRB Grant.pdf](#)
13. [13-0018](#) A three year agreement with the City of Nashwauk for GIS ELA services  
**Attachments:** [1-14-13 Attachment Nashwauk GIS.pdf](#)
14. [13-0019](#) A natural gas franchise agreement with the City of Cohasset  
**Attachments:** [1-14-13 Cohasset Gas Final version.pdf](#)
15. [13-0020](#) Accept resignations of Jackie Dowell from the Housing & Redevelopment Authority and Trudy Hasbargen from Central School Commission and authorize staff to fill the vacancy.  
**Attachments:** [Jackie Dowell - HRA Resignation](#)  
[Trudy Hasbargen - Central School Resignation](#)
16. [13-0022](#) Approve Facility Rental Agreement between the City of Grand Rapids and Jeff Britten and Melanie Church for a wedding on January 26, 2013.  
**Attachments:** [Central School - Church Wedding](#)
17. [13-0023](#) Approve temporary liquor license for Itasca County Historical Society for an event on February 28, 2013 at 201 North Pokegama Avenue.  
**Attachments:** [ICHS - February 28, 2013](#)
18. [13-0028](#) Consider extending Public Works part-time employee from January 1st through May 31, 2013.

**5:33 PM SETTING OF REGULAR AGENDA**

*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.*

**5:34 ACKNOWLEDGE BOARDS & COMMISSIONS**  
**PM**

19. [13-0030](#) Acknowledge minutes for Boards & Commissions.  
**Attachments:** [November 14, 2012 Library Board](#)  
[November 14, 2012 PUC](#)  
[November 20, 2012 Golf Board minutes](#)

**5:35 DEPARTMENT HEAD REPORT**  
**PM**

20. [13-0025](#) Shawn Gillen - Administration Department

**5:45 PUBLIC WORKS**  
**PM**

21. [13-0005](#) Consider authorizing the Public Works Department's purchase of a 2013 Crosswind J Street Sweeper from MacQueen Equipment, Inc., for the purchase price including tax and licensing of \$189,197.02 and also authorize the trade-in of the PW existing 2005 Crosswind Sweeper as part of purchase price.

**5:50 ADMINISTRATION DEPARTMENT**  
**PM**

22. [12-0793](#) Appointment of Jeffrey Ingle to Firefighter position and Anthony (Tony) Clifton and Nathan Morlan to Firefighter Trainee positions.
23. [12-0800](#) Reorganization and reclassification of City staff.  
**Attachments:** [Notice of Layoff - Civil Service Commission](#)

**5:58 VERIFIED CLAIMS**  
**PM**

24. [13-0027](#) Consider approving the verified claims for the period December 11, 2012 to January 7, 2013 in the total amount of \$527,608.37.  
**Attachments:** [01/14/2013 BILL LIST.pdf](#)

**6:00 PUBLIC HEARINGS**  
**PM**

25. [13-0010](#) Conduct a public hearing to consider granting an Economic Development Tax Abatement within the context of a Contract for Private Development between Innovative Developers, LLP, the City and Itasca County.  
**Attachments:** [Staff Review Worksheet.pdf](#)  
[Abatement Contract for Private Development St. Joes - 415869v2.pdf](#)

26.     13-0011     Consider adopting a resolution granting a property tax abatement and approving a contract for private development for certain property in the City of Grand Rapids.  
**Attachments:**    [Grand Rapids abatement reso Grand View Terrace - 416841v1.pdf](#)

**7:00    ADJOURNMENT**  
**PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 28, 2013, AT 5:00 P.M.*

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

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



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 13-0004      **Version:** 1      **Name:** Mayor Pro-tem  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/4/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Designate Mayor Pro-Tem

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Designate Mayor Pro-Tem

**Body**

The Council By-Laws call for the appointment of a Mayor Pro-Tem who will perform the duties of Mayor during the disability or absence of the Mayor or a vacancy in the office of Mayor.

**Requested Council Action**

Consider nominating and electing a member of the Council to serve as Mayor Pro-Tem.





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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0804      **Version:** 1      **Name:** Designate Depositories  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/4/2013      **In control:** Finance  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013

**Title:** Consider appointing the following financial institutions as depository designations for 2013: American Bank, Deerwood Bank, Grand Rapids State Bank, Grand Rapids State Investments, Morgan Stanley Smith Barney, U.S. Bank, and Wells Fargo Bank Minnesota.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Consider appointing the following financial institutions as depository designations for 2013: American Bank, Deerwood Bank, Grand Rapids State Bank, Grand Rapids State Investments, Morgan Stanley Smith Barney, U.S. Bank, and Wells Fargo Bank Minnesota.

*Body*

**Background Information:**

We are recommending the City of Grand Rapids designate the following financial institutions as depositories for 2013:

- American Bank
- Deerwood Bank
- Grand Rapids State Bank
- Grand Rapids State Investments
- Morgan Stanley Smith Barney
- U.S. Bank
- Wells Fargo Bank Minnesota

**Requested City Council Action**

Consider appointing the following financial institutions as depository designations for 2013: American Bank, Deerwood Bank, Grand Rapids State Bank, Grand Rapids State Investments, Morgan Stanley Smith Barney, U.S. Bank, and Wells Fargo Bank Minnesota.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 13-0002      **Version:** 1      **Name:** Newspaper Designation  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/4/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Designation of Official Newspaper

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Official Newspaper 2013](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Designation of Official Newspaper

**Body**

The Council By-Laws call for the designation of an official newspaper where all official notices will be published.

**Requested Council Action**

Consider designating the Herald Review as the official City newspaper.

# HeraldReview

301 1st Avenue NW, PO Box 220, Grand Rapids, MN 55744  
Phone 218-326-6623 Fax 218-326-6627

January 2, 2013

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

Dear Honorable Mayor and Council Members,

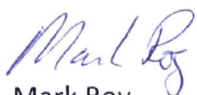
We ask to be named the official newspaper for City of Grand Rapids. We look forward to continuing our work with the city of Grand Rapids to keep our citizens informed. We offer to print the proceedings of your board, statements and any and all legal notices required to be published during the year 2013 and doing so we will continue to hold the City at our 2008 rate structure for another year.

All proceedings of your board, statements and legals will be posted on line. Display and Classified notices will also be published in the Grand Rapids Manney's Shopper at no extra charge.

In our proposal, we are including the Legal Newspaper Status for 2013 approved by the Minnesota Secretary of State. Also, the Statement of Ownership, Management and Circulation on file with the United States postal Service, which shows proof of guaranteed distribution of the Grand Rapids Herald Review.

We confirm that The Grand Rapids Herald Review meets the "Qualified Newspaper" standards as described by the League of Minnesota Cities.

Thank You for giving us the opportunity to serve your community. We also look forward to your input in the coming year to provide our community with complete and accurate information in a timely basis. If there is any way we can be of further service to you, please let us know.



Mark Roy  
Advertising Director

Sincerely,



William Davis  
General Manager



**STATEMENT OF OWNERSHIP,  
MANAGEMENT, AND CIRCULATION  
(ALL PERIODICALS PUBLICATIONS  
EXCEPT REQUESTER PUBLICATIONS)**

Publication Title: Grand Rapids Herald Review  
 Publication Number: 225-720  
 Filing Date: 10-1-2012  
 Issue Frequency: Twice Weekly  
 Number of Issues Published Annually: 104  
 Annual Subscription Price: \$60.00  
 Complete Mailing Address of Known Office of  
 Publication: PO Box 220, Grand Rapids, MN  
 55744

Contact Person: Libby Davere  
 Telephone: 218-326-6623  
 Complete Mailing Address of Headquarters or  
 General Business Office of Publisher: PO  
 Box 220, Grand Rapids, MN 55744  
 Publisher: Mark Roy, PO Box 220, Grand  
 Rapids, MN 55744  
 Editor: Britta Arendt, PO Box 220, Grand  
 Rapids, MN 55744

Owner: General Electric Capital Corporation,  
 201 Merritt 7, Norwalk, CT 06856; Australia  
 and New Zealand Banking Group Limited,  
 1177 Avenue of Americas, New York, NY  
 10036; Royal Bank of Canada, 165 Broad-  
 way, New York, NY 10006; Southern Cross  
 Media International Limited, Level 2, 257  
 Clarendon St., South Melbourne, VIC 3205,  
 Australia; Hudson Advisors, LLC, 2711 North  
 Haskell Ave. #1800, Dallas, TX 75204;  
 National Australia Bank Limited, Level 4,  
 (UB4440), 800 Bourke St, Docklands, Victo-  
 ria 3008, Australia, Randall Cope, 7301 State  
 Highway 161, Suite 270, Irving, TX 75039  
 Known Bondholders, Mortgagees, and Other  
 Security Holders Owning or Holding 1 Per-  
 cent or More of Total Amount of Bonds, Mort-  
 gages, or Other Securities: General Electric  
 Capital Corporation, 201 Merritt 7, Norwalk,  
 CT 06856; Australia and New Zealand Bank-  
 ing Group, 1177 Ave of Americas, New York,  
 NY 10036; Royal Bank of Canada, One Lib-  
 erty Plaza, 165 Broadway, New York, NY  
 10006; Hudson Advisors, LLC, 2711 North  
 Haskell Ave. #1800, Dallas, TX 75204;  
 National Australia Bank Limited, Level 4,  
 (UB4440), 800 Bourke St, Docklands, Victo-  
 ria 3008, Australia

Publication Title: Grand Rapids Herald Review  
 Issue Date for Circulation Data Below: 9-9-  
 2012

Extent of Nature of Circulation: Average No.  
 Copies Each Issue During Preceding 12  
 months: No. Copies of Single Issue Pub-  
 lished Nearest to Filing Date:

A. Total Number of Copies (Net press run):  
 7,200; 7,400  
 B. Paid Circulation (By Mail and Outside the  
 Mail):

(1) Mailed Outside-County Paid Subscriptions  
 Stated on PS Form 3541. (Include paid distri-  
 bution above nominal rate, advertiser's proof  
 copies, and exchange copies): 404;  
 429

(2) Mailed In-County Paid Subscriptions Stated  
 on PS Form 3541 (Include paid distribution  
 above nominal rate, advertiser's proof  
 copies, and exchange copies): 198; 219

(3) Paid Distribution Outside the Mails including  
 Sales Through Dealers and Carriers, Street  
 Vendors, Counter Sales, and Other Paid Dis-  
 tribution Outside USPS®: 6,066; 6,406

(4) Paid Distribution by Other Classes of Mail  
 Through the USPS (e.g. First Class Mail®):  
 0; 0

C. Total Paid Distribution (Sum of 15b (1), (2),  
 (3), and (4): 6,668; 7,054

D. Free or Nominal Rate Distribution (By Mail  
 and Outside the Mail):

(1) Free or Nominal Rate Outside-County  
 Copies included on PS Form 3541: 36; 36

(2) Free or Nominal Rate In-County Copies  
 Included on PS Form 3541: 4; 5

(3) Free or Nominal Rate Copies Mailed at  
 Other Classes Through the USPS: (e.g. First-  
 Class Mail) 0; 0

(4) Free or Nominal Rate Distribution Outside  
 the Mail (Carriers or other means): 79; 50

E. Total Free or Nominal Rate Distribution (Sum  
 of 15d (1), (2), (3) and (4): 119; 91

F. Total Distribution (Sum of 15c and 15e):  
 6,751; 7,145

G. Copies not Distributed (See Instructions to  
 Publishers #4 (page #3)): 413; 255

H. Total (Sum of 15f and g): 7,200; 7,400

I. Percent Paid (15c divided by 15f times 100):  
 99%; 99%

Publication of Statement of Ownership, publica-  
 tion required. Will be printed in the 9-30-12  
 issue of this publication.

Signature and Title of Editor, Publisher, Busi-  
 ness Manager, or Owner:

/s/ Mark Roy  
 Date: 9-26-12

I certify that all information furnished on this  
 form is true and complete. I understand that  
 anyone who furnishes false or misleading  
 information on this form or who omits materi-  
 al or information requested on the form  
 maybe be subject to criminal sanctions  
 (including fines and imprisonment) and/or  
 civil sanctions (including civil penalties).

/s/ Mark Roy  
 General Manager

**GRAND RAPIDS HERALD-REVIEW  
AFFIDAVIT OF PUBLICATION**

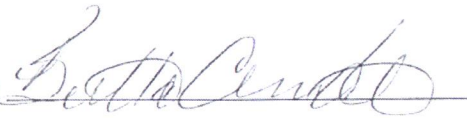
STATE OF MINNESOTA SS.  
 COUNTY OF ITASCA

Britta Arendt, Editor being duly sworn, on oath says that she is an Editor of  
 the newspaper known as the Grand Rapids Herald Review, and has full  
 knowledge of the facts which are stated below.

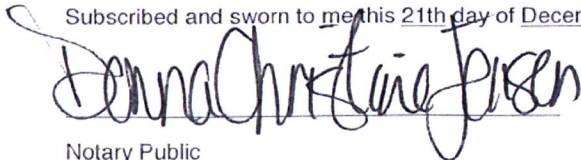
(A) The newspaper has complied with all the requirements constituting  
 qualification as a qualified newspaper, as provided by Minnesota Statute  
 331.A02, 331.07 and other applicable laws as amended.

B) The printed; Herald Review Newspapers Statement of Ownership,  
 Management and Circulation; is attached and was cut from the columns of  
 said newspaper, and was printed and published for one issue on Sunday,  
 the 30th day of September, 2012; and printed below is a copy of the lower  
 case alphabet A to Z, both inclusive, which is hereby acknowledged as  
 being the size and kind of type used in the composition and publication of  
 the notice:

abcdefghijklmnopqrstuvwxy

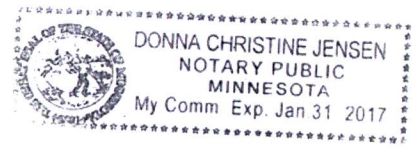
By:   
 Britta Arendt, Editor

Subscribed and sworn to me this 21th day of December, 2012

  
 Notary Public

**RATE INFORMATION**

- (1) Lowest classified rate paid by commercial  
 users for comparable space.....\$ 2.00 per 1-col line
- (2) Maximum rate allowed by law for the  
 above matter.....\$ 2.86 per 1-col. line
- (3) Rate actually charged for the above  
 matter.....\$ .94 per 1-col line







CITY OF  
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IT'S IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0016      **Version:** 1      **Name:** Council By-Laws  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Adopting City Council By-Laws

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2013 By-laws](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Adopting City Council By-Laws

**Body**

The Council By-Laws require re-adoption for each year. Attached are the By-Laws for consideration by the Council.

**Requested Council Action**

Adopt the attached Council By-Laws for 2013

PROCEDURE OF THE CITY COUNCIL  
OF GRAND RAPIDS, MINNESOTA

(COUNCIL BY-LAWS)

Amended by City Council  
Revised – 4/11/11

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PROCEDURES OF THE CITY COUNCIL  
OF GRAND RAPIDS, MINNESOTA

1. **MEETINGS:**

A. **OPEN MEETINGS:**

All Council and Council committee meetings, including special and adjourned meetings, with the exception of closed meetings as defined, shall be open to the public. All meetings and notices of meetings are subject to MN. STAT. 471.705 Minnesota Open Meeting Law.

B. **QUORUM:**

A simple majority (3) of the Council shall constitute a quorum for the valid transaction of any scheduled business to come before the Council.

C. **COUNCIL MEETINGS:**

1. **REGULAR MEETINGS:** The City Council shall meet on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month at 5:00 p.m., except in December when the meetings will be on the 2<sup>nd</sup> and 3<sup>rd</sup> Monday.
  - a. Meetings falling on a holiday will be scheduled for Tuesday of that week.
  - b. All meetings, including special, recessed, and continued meetings, shall be held in the City Hall Council Chambers unless otherwise designated.
2. **SPECIAL MEETINGS:** Special meetings of the Council may be called by the Mayor or by any two Council members by written request filed with the City Administrator at least three days before the meeting. The City Clerk shall notify each member of the time, place and purpose of the meeting by written notice delivered to the Council member personally or by leaving a copy of the notice at the home of the member with a person of suitable age and discretion, at least one day before the special meeting.
  - a. Special meetings may be held without prior written notice to Council members when:
    - 1) All Council members are present at the meeting that the date and time are set for the special meeting or;
    - 2) Consent in writing or by phone to the City Clerk (consent shall be filed with the Clerk prior to the beginning of the meeting).



3. **COUNCIL WORKSESSION:** A Council Worksession will be a special meeting regularly scheduled from 3:30 p.m. to 4:30 p.m. on the second and fourth Monday of each month.
4. **CLOSED MEETINGS:** The state open meeting law allows certain matters to be discussed by the Council in a closed meeting.
  - a. **RESOLUTION:** The meeting shall be closed by resolution of the Council at a public meeting. The motion shall include the time, place and the nature of the subject to be discussed.
  - b. **NOTICE:** The City Clerk shall give advance notice of a closed meeting in the same manner as advance notice of other Council meetings.
    1. If the closed meeting is held during other meetings of the Council, the notice will state the approximate time that the closed meeting is scheduled.
    2. If a meeting must be held under urgent or emergency circumstances which make it impractical to give the customary advance notice, the City Clerk shall make a reasonable, good faith effort to give advance notice to the local news media by other means.
  - c. **SCHEDULE:** If the meeting is held in conjunction with a regular meeting, it shall normally be scheduled as the last item on the Council agenda. If it is the last item, no further public business shall be conducted after the closed meeting unless notice of further public business is given prior to commencement of the closed meeting.
  - d. **ATTENDANCE:** Shall be limited to Council members, the City Attorney (s), City Administrator, and other resource persons designated by the Council, Administrator and/or City Attorney and approved by the Council. A written roll of all persons present at the closed meeting shall be made available to the public after the closed meeting.
  - e. **CLOSED MEETING TO DISCUSS LITIGATION:** The City Attorney shall make a reasonable effort to informally convey information to the news media regarding the subject matter of the meeting.
  - f. **CLOSED MEETING TO DISCUSS STRATEGY FOR LABOR NEGOTIATIONS:** The proceedings at the closed meetings shall be tape recorded at the expense of the governing body and shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body.

a. **MINUTES OF CLOSED MEETINGS:**

1. Minutes for Litigation Matters. Minutes will be prepared, listing persons attending the meeting and the discussion during the meeting. The minutes shall be retained by the attorney for the City and available for Council member review until:

- a) The earliest date when the City Attorney determines that public disclosure would no longer impair the public interest;
- b) All matters discussed have become part of public record;
- c) The matter in controversy is concluded; or
- d) When a majority of the entire City Council approves release of the minutes.

2. Minutes to discuss strategy for labor negotiations. A closed meeting for labor negotiations can also be taped, and be considered as private data until one of the above (a-d) has been determined. The tape will be kept on file by the Clerk.

5. **ORGANIZATIONAL MEETING:** The Council shall conduct an Organizational Meeting concurrent with the first Regular Council Meeting in January of each year, to:

- a. Adopt Council By-Laws.
- b. Appoint the City Attorney.
- c. Appoint the Mayor Pro-Tem.
- d. Designate the depositories of City funds.
- e. Designate the official newspaper.
- f. Mayoral Appointment and Council approval (Appendix D)
  - Economic Development Authority
  - Park/Recreation Board
  - Housing and Redevelopment Authority
- g. Council appointments (Appendix C)
  - Airport Commission
  - Public Utilities Commission
- h. Appoint Special Council representatives.
  - Coalition of Greater Minnesota Cities
  - City/County Committee
  - Joint Mine Pit Board
  - Range Association of Municipalities & Schools
  - Riverfront Task Force
  - League of Minnesota Cities (added 2-25-02)

- South Central Itasca Intergovernmental Planning Board,  
**plus one alternate** (added 1-24-05)

- i. Council Committee(s)
- j. Establish annual Council Meeting calendar.

**D. PRESIDING OFFICER:**

1. The Mayor shall preside at all meetings of the Council.
2. In the absence of the Mayor the Mayor Pro-Tem shall preside.
3. In the absence of the Mayor and the Mayor Pro-Tem the Clerk shall call the meeting to order. The first order of business shall be to select a presiding officer. The Clerk shall preside until the Council members present choose a member to act as presiding officer.
4. The presiding officer shall preserve order, enforce the rules of procedure and determine without debate all questions of procedure and order, subject to the final decision of the Council on an appeal.
5. The presiding officer may make motions, second motions or speak on any questions, except that on demand of any Council member he/she shall vacate the chair and designate a Council member to preside temporarily.
6. Any member may appeal to the full Council a ruling of the presiding officer.
  - a. If the appeal is seconded, the member may speak once solely on the question involved and the presiding officer may explain his/her ruling, but no other Council member shall participate in the discussion.
  - b. The appeal shall be sustained if it is approved by a majority of the members present exclusive of the presiding officer.

**E. VOTING:**

1. The votes of the Council will be taken by voice vote.
2. The names of those voting for and against the question shall be recorded in the minutes.
3. Council members may ask for a roll call vote by the Clerk on any motion or resolution.
4. The Clerk shall ask for a verification roll call if the vote of a Council member is not clear on a voice vote.
5. A majority vote of all Council members shall be necessary for approval of any ordinance unless a larger majority is required by



Minnesota State Statute. Except, as otherwise provided by Statutes, a majority vote of a quorum shall prevail in all other cases.

F. **RULES OF ORDER:** The proceedings of the Council shall be conducted in accordance with Appendix A – Simplified Rules and Section 1 D-6.

G. **MINUTES:**

1. Minutes are the official record of the City Council once approved.
2.
  - a. The Clerk shall keep a minute book noting therein all proceedings of the Council and an ordinance book to record at length all Ordinances passed by the Council.
  - b. Ordinances, resolutions, and claims need not be recorded in full in the minutes if they appear in other permanent records and can be accurately identified from the description given in the minutes.
  - c. The minutes of each Council meeting shall be kept by a recorder designated by the City Clerk or by the Deputy Clerk in the absence of the City Clerk.
3. The minute recorder shall not participate in Council discussions except when called upon by the presiding officer.
4. The minutes of each meeting shall be typed, signed by the Clerk, and copies delivered to each Council member via Council agenda packet when the minutes are placed on the agenda for approval.
  - a. The proceedings of all Regular Council meetings may be recorded on tape. The tape of each meeting shall be clearly marked denoting type of meeting (regular, special, joint for example), date and time. The tape shall be kept in a secure storage area in chronological order and maintained for the length of time required for data storage and maintenance. Access to tapes shall be open to the public but shall be under the supervision of the Administrator's Office and may not be played back on a machine with an erasure feature. Copies of tapes may be made available for a fee as set by the Administrator's Office. (This does not apply to tapes of closed meetings until they are made public as provided in Section I-C 3 subsections 1 & 2).
  - b. At the next regular meeting, following delivery, approval of the minutes shall be considered by the Council.
    - 1) The minutes need not be read aloud.



- 2) The presiding officer shall call for any additions or corrections.
  - 3) If there is no objection to an addition or correction, it will be made without a vote of the Council.
  - 4) If there is an objection, the Council shall vote upon the addition or correction by roll call vote.
  - 5) Council shall take formal action to approve the minutes as distributed and/or amended.
5. Publishing of Minutes. The City Clerk shall prepare a summary of the minutes of each Council meeting for publication after the official minutes are approved by Council with the exception of minutes of closed meetings. The summary shall include formal actions of the Council and at the City Clerk's discretion, Council discussion and department head reports.

**H. MEETING SCHEDULE:**

1. Each meeting of the Council shall convene at the time and place appointed.
2. Council business shall be conducted in the order of the prepared agenda, unless Council members agree to change the order to accommodate the public.
3. The first regular meeting of the month will be scheduled at 5:00 p.m.
4. If all business has not been completed the meeting may be continued to another date and time to complete the scheduled agenda without further notice being required.
5. The second regular meeting of the month will be scheduled for 5:00 p.m.
6. Working sessions of the Council will generally be scheduled at 3:30 p.m. to 5:00 p.m. on the day of Regular Council Meetings.
7. Public hearings will normally be scheduled at 6:00 p.m. at the Council's discretion.

**I. ORDER OF BUSINESS:**

1. Call to Order.
2. Call of Roll.
3. Setting of Agenda.
4. Approval of Minutes.
5. Public Forum and Correspondence.
6. Council Reports

7. Consent Agenda.
8. Acknowledge receipt of Board/Commission minutes.
9. Boards/Commissions/Committees.
10. Community Development/Economic Development.
11. Engineer.
12. Finance Department
13. Fire Department
14. IRA Civic Center.
15. Grand Rapids Library.
16. Pokegama Golf Course
17. Police Department
18. Public Works.
19. Attorneys.
20. Administration.
21. Consideration of bills.
22. Public Hearings when scheduled.
23. Adjourn (or Recess)

Notes:

- a. The order of business may be varied by the presiding officer with the consent of the Council.
- b. All public hearings will be conducted at the times scheduled and advertised in the notice of the hearing.
- c. Only by majority approval, and when necessary, will business be acted upon by the Council unless scheduled on the agenda.
- d. Care will be taken to place items of general public concern on the evening agenda.

**J. AGENDA:**

1. An agenda will be prepared for all Council meetings and Council committee meetings in accordance with provisions of Minnesota Statute 471.705.
2. The agenda for special meetings will be set by the presiding officer, or by the Council members calling that meeting three days prior to the meeting at the time of notice and call or at the time of call for an emergency meeting of the Council.
3. The agenda will clearly describe the subject matter under consideration by the Council and any action required.
4. The City Administrator/Mayor shall prepare the agenda for all Council meetings. (Amended 3/09/07)
5. Requests for action or consideration of an item must be presented to the City Administrator/Mayor, through City no later than close of

business day Tuesday, prior to the Regular Council meeting. (Amended 3/09/07)

- 6.. City Council members may place an item (items) on the agenda prior to any meeting, by following step five above.
7. The agenda, along with information material, will be delivered to each Council member, City Attorney and given to all media formally requesting such notice as provided by Minnesota Statute 471.705, on the Thursday preceding the Monday-meeting, or at least four (4) days prior to the Regular Council meeting.

**K. CONSENT AGENDAS:**

1. A consent agenda allows the Council to consider several items at one time.
2. Only one resolution is needed to approve all of the items at one time.
3. An item on the consent agenda shall be removed for consideration by the request of any one Council member, City staff, or the public and put on the regular agenda for discussion and consideration. This statement shall precede the consent agenda on all printed agendas and shall be announced by the presiding officer prior to consideration of the consent agenda.
4. Consent Agendas may be used for approval of the following; except that the City Administrator has the discretion to place other items on the consent agenda if deemed appropriate.

**ADMINISTRATION:**

- Resolutions supporting projects from other communities when requested by municipal bodies.
- Resolutions to authorize Clerk to publish ordinances in summary.
- Appointment of election judges.
- Approve budgeted equipment purchases.

**FINANCE:**

- Issuance of duplicate checks that have been lost; and waive bond requirements.
- Fund Transfers, as authorized through Budget process.

**LICENSES/PERMITS/CONTRACTS:**



- Licenses and permits, including temporary 3.2 beer license and special On-Sale liquor permits for events at the IRA Civic Center, Grand Rapids Sports Complex, and Central School.
- Gambling license applications.
- Fire Contracts, recreation contracts, dog pound contracts, and miscellaneous yearly contracts.

**PERSONNEL:**

- Accept resignations and authorize advertisements for replacement of positions.
- Approval of job descriptions, except Department Heads, and authorize advertisement of positions when position has previously been approved by Council.
- Appointment (ratification) of part-time employees if these personnel costs have been included in the budget.

**PROJECTS:**

- Receive petitions and place on file.
- Establish dates for public hearings. (This includes, but not limited to: improvements, rezoning and vacation requests, bond issues, etc.)
- Approve plans and specifications.
- Authorize advertisement for bids/quotes.
- Award of bids and quotes when Council has previously approved solicitation.
- Receive and file project construction feasibility reports.
- Approve contract change orders.
- Accept projects and approve final estimate payments.

L. **AGENDA MATERIALS:** The Clerk shall make available to the public the agenda material that is presented to the Council. At least one copy of this material shall be available to the public in the Council Chambers and copies provided to the media as requested. Agenda material shall be available to the public by 8:00 a.m. on Friday preceding the regular scheduled meeting at no charge. *(Amended 3/09/07)*

M. **ATTENDANCE:**

1. Department Heads may leave the Council Meetings upon completion of their portions of the agenda.
2. Department Heads may not need to attend Council Meetings if they are not requested to do so or if they have no relevant items on the agenda.
3. The Council may, at its discretion, excuse any staff member from attendance at a meeting during their regular working day.

2. **PUBLIC HEARINGS ON IMPROVEMENTS AND ASSESSMENTS:**

A. **GENERAL PROCEDURE:**

1. Opening comments by Mayor.
2. Clerk's statement regarding notices.
3. Mayor opens hearing on proposed improvement or assessment.
4. Engineer describes improvement and/or assessment procedures.
5. General statement of financing.
6. Public comments.
  - a. Those favoring improvements are heard.
  - b. Those opposing improvements are heard.
  - c. If public wishes to be heard, but does not want to speak, paper is to be provided at the Clerk's table which may be used to write their position. These will be read aloud at the conclusion of comments from the floor. Letters received before the hearing will be read by the presiding officer at this time.
7. Formal action by declaration of the presiding officer to close the hearing.
8. Council takes action ordering or abandoning the proposed improvement or in the case of assessments, takes action in regard to the assessments.
9. The Council may continue the public hearing to receive more information and action may then be taken.

B. **RULES FOR PUBLIC PROCEDURE:**

It is the Council's intention that everyone be heard on proposed improvements or assessment hearings. The following procedure will be used for receiving public input.

1. Individual will raise hand, and when recognized by the presiding officer, stand and state their name and address, using the microphone.
2. The person will then state their position and reason for the position. A time limit may be set by Council. No one will be allowed to speak a second time until everyone has been heard once.
3. The person should address all statements and questions to the presiding officer. The presiding officer will then refer any questions that are to be answered by staff, or project proposer.

3. **MAYOR AND COUNCIL APPOINTMENT PROCESS:**

Minnesota Statutes (various) authorize the City Council and Mayor to establish Boards and Commissions to advise the City Council and Mayor or to operate some programs and facilities. These Boards and Commissions are for the purpose of facilitating the orderly conduct of City business and to provide an opportunity to receive public input into the various functions and programs of the City.

The following Boards and Commissions created by the Council, require appointments to be approved by the Council according to Appendix C.

- A. Airport Commission, a Joint Board of the City and Itasca County. This Board was established to operate Gordy Newstrom Field. (Municipal Code Chapter 30, Article III, Mn. Statute 360.063).
- B. Greater Grand Rapids Cable TV Commission, to provide oversight and review of the Cable TV franchise and to advise the City Council.
- C. Central School Commission, to manage Central School and preserve it's historical value to this community. (Municipal Code Chapter 2, Article V, Division 5, Sec. 2.271-2.277).
- D. Pokegama Golf Course Board, to operate Pokegama Golf Course and to advise the Council on the management of this municipal enterprise. (Municipal Code Chapter 2, Article V, Division 4, Sec. 2.241-2.247).
- E. Human Rights Commission, purpose is to secure for all citizens freedom from discrimination. (added 1-24-05) Municipal Code Chapter 2, Article V, Division 6, Sec. 2.301-2.304).
- F. Library Board, to provide library services to City residents. (Municipal Code Chapter 34, Mn. Statute Chapter 134.07).
- G. Planning Commission, to advise the Council on planning and zoning for the orderly development of Grand Rapids. (Municipal Code Chapter 30, Article II, Sec. 30.31-30.32, Mn. Statute 462.354).
- H. Police Civil Service Commission, to provide a fair non-political hiring and dismissal procedure for our Police Department. (Municipal Code Chapter 2, Division 2, Sec. 2.161-2.162, Mn. Statute 419.01)



- I. Public Utilities Commission, to operate electric, water and sewer service enterprises and to operate certain public buildings. (MN Statute 412.341, and Minnesota Special Laws 1999, Chapter 195).
- J. Property Maintenance and Building Codes Board of Appeals to hear appeal's regarding a decision of the code official or notice or order issued under the Property Maintenance or Building Code (Ordinance No.'s 05-02-03 and 05-02-04).
- K. Policy and Ordinance Review Committee, comprised of the full Council to provide an on-going program of City ordinance and policy review. The purpose of these reviews would be to suggest updates to outdated City ordinances and policies, and provide a forum for review of proposed new ordinances and policies.
- L. Budget Committee, comprised of the full Council, City Administrator and Finance Director for the purpose of providing Council review, oversight, input and clarification, to the City's process of preparing a Working Budget.

**APPOINTMENT POLICY:** It will be the policy of the City Council to:

- 1. Offer appointment to the best-qualified citizens to our Boards and Commission.
- 2. Advertise all vacancies to Boards and Commissions: (This ad should include a brief description of the Board or Commission, time and days of meetings, how often meetings are held, the number of vacancies and any special requirements.)
- 3. Consider all appointments by the process presented in Appendix C. Board/Commission members who have completed their term are encouraged and eligible to reapply for appointment to their current Board or Commission or to apply for appointment on another Board or Commission to a vacancy on another Board or Commission.
- 4. All members of the above-mentioned Boards and Commissions shall be residents of the City of Grand Rapids with the following exceptions. For any Board or Commission with a membership of five or less members, one such member may be a non-resident of the City of Grand Rapids unless prohibited by law. For any Board or Commission with a membership of six or more members, no more than two such members may be a non-resident of the City of Grand Rapids, unless otherwise prohibited by law.

(Note: City residency is required unless exempted by State Statutes, City Ordinance, or these by-laws (Appendix B).

- 5. Provide training and encouragement for active participation in all Board/Commission business through the employment of high quality staff or consultants to support them and to facilitate open communication.
- 6. Keep all applications active during the year for appointment to vacancies should they occur. The Council reserves the right to appoint any qualified

candidates even though they did not apply as a result of an advertisement. There is no implied guarantee of appointment or re-appointment to any Board or Commission.

4. **MAYOR BOARD/COMMISSION APPOINTMENT AND COUNCIL APPROVAL PROCESS:**

Minnesota Statutes (various) authorizes the Mayor to appoint and the Council to approve memberships on various Boards and Commissions created by the Mayor and Council. The following Boards and Commissions, created by the Mayor and Council, require a Mayoral appointment with approval of the Council according to Appendix D.

- A. Economic Development Authority (EDA), to provide a tool for economic stimulation in Grand Rapids. (GR Res. No. 93-130 Mn. Statute 469.090-469.108).
- B. Housing and Redevelopment Authority, to provide affordable housing for all residents. (Mn. Statute Chapter 469).
- C. Recreation/Parks and Civic Center Board, to advise the Council on Recreation and Park programs and facility development. (Municipal Code Chapter 2, Division 3, Sec. 2-181-2.189; Mn. Statute 412.501; 471.15).
- D. Local Board of Appeal and Equalization, to revise, amend and equalize the assessment on the roll of the County Assessor. Such Board of Equalization is vested with all the powers which are or may be vested in County Boards of Equalization under the general laws of the state so far applicable, but shall not be restricted by any limitation in respect to reducing aggregate sum of real or personal property as returned by Assessors.

Appendix D provides the process by which these appointments will take place.

5. **COUNCIL COMMITTEES:**

- A. The Council may at any time appoint a special or standing committees consisting of no more than two Council members and support staff.
- B. Committee members, excluding staff, will be chosen by consensus of the Mayor and Council based upon interest expressed by individual members. Staff appointments will be made by the Mayor in consultation with the City Administrator.
- C. Council committees may be special (limited) or standing (on-going). Standing committees will be appointed at the annual/organizational meetings.
- D. Council committees are formed to provide Council review, oversight, clarification and information to staff members.



- E. Council committees provide a forum for staff and Council members to share information or new ideas.
- F. Council committees may carry out staff supervision as directed by Council.
- G. Council committees may be established to conduct specific tasks as directed by Council.
- H. Council committees are not to set policy but may make recommendations for policy or procedures to full Council.
- I. Council committee meetings may be called by the Council, committee members, the Mayor, the City Administrator, or at the request of a Department Head, commission, or board chairperson to discuss specific topics.
- J. Council committees shall have a prepared agenda and follow rules of public notification. Each committee will designate a presiding officer and have an agenda prepared at least three (3) days before the meeting.
- K. Council committees shall keep minutes of all meetings. The original shall be filed with the City Clerk. A copy is to be given to the City Administrator and distributed to all Council members. These minutes should include committee name, date, time, location, person calling the meeting, persons present, and a brief summary of topics discussed. City staff will be assigned to record minutes.

**6. COUNCIL REPRESENTATIVES:**

- A. Council representation on various City Boards and Commissions will be determined by consensus of the Mayor and Council based upon interest expressed by individual members.
- B. Council representatives will be determined at the organizational meeting of the Council or when a vacancy occurs.
- C. Council representatives will act as ~~informal~~<sup>(amended 5/24/04)</sup> liaison between the Boards and Commissions and the Council.
- D. Council representatives ~~may not make policy but~~<sup>(amended 5/24/04)</sup> may help interpret previous Council action or policy to the various Boards and Commissions.
- E. Council representatives should bring back to the Council concerns or issues as requested by the Board or Commission and are encouraged to bring issues to the Council's attention, which may be of interest to the Council as a whole.
- F. Council representatives shall be voting members of City Boards and Commissions.

(Added 5/24/04)

**7. SPECIAL APPOINTMENTS:**



From time to time Councilmembers may be designated to serve as the official representative of the Council on community, regional or statewide boards. These will be determined by consensus of the Council and Mayor based upon interest expressed by individual members. Each appointee is expected to regularly inform the Council of activities and issues of concern to the City.

**8. CONFLICT OF INTEREST STATEMENT:**

With certain exceptions, Minnesota laws forbid any Mayor or Councilmember to have a personal financial interest in or to benefit from the making of any sale, lease or contract with the City.

Exceptions are:

- A. The designation of a bank in which the Mayor or Council member is interested as the official depository for city funds if the official discloses interest;
- B. The designation of an official newspaper in which a City official is interested when it is the only newspaper complying with statutory or charter requirements relating to official publications;
- C. A contract with a cooperative association in which a City official is a shareholder, but not an officer or manager;
- D. A contract for which competitive bids are not required.
- E. A contract with a volunteer fire department for the payment of compensation or retirement benefits to its members.

If however, a Mayor or Council member is simply an employee of a firm and receives no commission, bonuses, or other remuneration directly from its contracts, and is not a stockholder, the Council may enter into a contract with the organization for which the officer works regardless of the amount of the contract.

**9. SUSPENSION OR AMENDMENT OF THESE RULES:**

These rules, or any of them, may be temporarily suspended by a majority vote of all the Council members, (unless governed by Minnesota State Statute) and shall not be repealed or amended except by a majority vote of the whole Council after notice has been given at a preceding Council meeting.

## Appendix A – Simplified Rules

Motions (In Precedence Order)	Motion Maker Needs Recognition?	Motion Needs A Second	Motion Is Debatable	Motion Is Amendable	Vote Required To Pass	Applies To What Other Motion?	Special Notes And Comments
10. Adjourn	Yes	Yes	No	No	Majority	None	Highest Precedence
9. Recess	Yes	Yes	No	Yes	Majority	None	
8. Appeal (1)	No	Yes	Yes	No	Majority	Decisions of Chair	Members can challenge decision by the chair
8. Point of Order	No	No	No	No	Chair Decides	None	To point out an error
8. Parliamentary Inquiry (1)	No Yes	No Yes	No No	No No	Chair Decides 2/3 rds	None None	To ask a question Cannot apply to minority rights
8. Division (1)	No	No	No	No	Chair Decides	All Votes	A second vote on votes that are close
7. Lay On Table	Yes	Yes	No	No	Majority	Main, amend, appeal	Also called postpone temporarily
6. Close Debate (1)	Yes	Yes	No	No	2/3 rds	All Debatable Motions	Also called previous questions & vote immediately
5. Limit Debate (1)	Yes	Yes	No	Yes (3)	2/3 rds	All Debatable Motions	To limit debate to a set period
4. Postpone Definitely	Yes	Yes	Yes (2)	Yes (3)	Majority	Main Motions	To set aside to next meeting
3. Refer to Committee	Yes	Yes	Yes (2)	Yes (3)	Majority	Main Motions	To allow a small group to study
2. Amend (1)	Yes	Yes	Yes	Yes	Majority	All amendable Motions	You may amend an amendment
1. Main	Yes	Yes	Yes	Yes	Majority	None	Lowest Precedence

(1) Indicates possible to precedence order.  
exception

(2) Limited to the sense that debate is only on the merits of that specific motion.

(3) Restricted to the variable part of the motion.

APPENDIX A (Continued)  
A BRIEF EXPLANATION OF COMMONLY USED MOTIONS AND TERMS

1. Main Motion – to bring business before the organization. “I move that the Student Government pay D.E. Sikkink \$100 for his speech.”
2. Amend – to change motions so they more closely express the will of the group. “I move to amend the motion by striking out the word \$100 and inserting \$10.”
3. Vote Immediately – to stop discussion and to get a vote. “I move to vote immediately on the amendments.” (Also called Close Debate and Previous questions.)
4. Parliamentary Inquiry – to let a member ask questions. “Mr. Or Ms. Chairperson, can we have a secret ballot on this amendment?”
5. Point of Order – to call attention to a mistake in procedure. “Mr. Or Ms. Chairperson, there was no second for that motion to amend.”
6. Division – a request for the chairperson to use a more accurate method of voting. “Mr. Or Ms. Chairperson, I call for a division on that last vote.”
7. Appeal – to get a vote by the group on some procedural decision made by the chairperson. “I appeal your decision on not allowing a secret ballot.”
8. Refer to Committee – to allow for study and investigation by a smaller group. “I move to refer the main motion to a committee of three appointed by the chair.”
9. Postpone Definitely – to consider at a definite future time. (No later than the next meeting.) “I move to postpone this main motion definitely to our next regular meeting.”
10. Postpone Temporarily – to consider at an unspecified time. “I move to postpone this main motion temporarily.”
11. A quorum is the minimum number of members who must be present in order to transact legal business.
12. Precedence refers to the rank of motions. When a motion has been made, any motion of higher order may be proposed but no motion of lower order may be proposed (there are a few exceptions).  
Motions are discussed and acted upon in inverse order to their proposal (the last motion made will be acted on first, etc.) See Appendix A-1



Board/Commission	Independent	Advisory	Appointing Body	Number of Members	Term Length	Meeting Date/Time	Meeting Place	State Statute	Staff Rep.	City Ordinance	Residency Requirement
Airport Board	X		3 Council 3 County	6	3 years 3 term rule	2 <sup>nd</sup> Tuesday 7 p.m.	City Hall	303	Matt Romanik	54	Yes City By-Laws
Central School Commission	X		Council	7	3 years 3 term rule	3 <sup>rd</sup> Thursday 8:00 a.m.	City Hall	MN Laws 347	Shirley Miller	61	Yes State Statute 471.193, Subd 5
Economic Development Authority	X		Council	7 (2 Council Reps.)	6 years	2 <sup>nd</sup> & 4 <sup>th</sup> Thursday 4:00 p.m.	City Hall	358c	Rob Mattei	Res. 93-130, 86-82 and 94-164	Yes ** City By-Laws
Golf Course Board	X		Council	5	3 years	3 <sup>rd</sup> Tuesday noon	City Hall	471.15-71.19	Bob Cahill	Chapter 2 of Municipal Code	****4 City Res. & 1 may be non-res. - Ordinance 09-01-01
Civic Center Board/Recreation & Park Board	X		Council	9	3 years	3 <sup>rd</sup> Wednesday 4:30 p.m.	Civic Center		Dale Anderson	5	***7 residents & 2 non-residents
Cable Commission	X		1 Council		Council appointment	1 <sup>st</sup> Monday (every three months)	ICTV		None	Resolution Joint Powers	Yes
Housing & Redevelopment Authority	X		Council	7	5 years	3 <sup>rd</sup> Wednesday 4:00 p.m.	HRA	Mun. Hsg. Redev. Act 469	Jerry Culliton		State Statute 469.003 Yes
Library Board	X		Council	9	3 years 2 term rule	2 <sup>nd</sup> Wednesday 4:00 p.m.	Library	134	Janet Coy	2.02	4 non-res and 5 residents § 134.09
Planning Commission		X	Council	7	4 years	1 <sup>st</sup> Thursday 4:00 p.m.	City Hall		Rob Mattei	23.18	Yes * Planning Comm. By-Laws
****International Property Maintenance and Building Codes Board of Appeals	X		Council	3 plus 2 alternates	4 years		City Hall	MN Rules 1300.0230 Building Code	Rob Mattei	05-02-03 and 05-02-04	No
Police Civil Service Comm.	X		Council	3	3 years	2 <sup>nd</sup> Tuesday 4:00 p.m.	City Hall	419	Leigh Serfling		Yes § Section 419.02, subd. 1
Public Utilities Commission	X		Council	5	3 years	2 <sup>nd</sup> Wednesday 4:00 p.m.	PUC Service Center	412.341	Tony Ward		No
Human Right Commission	X		Council	9	3 years	Last Wednesday Feb. – May- Aug. – Nov.	City Hall		Lynn DeGrio	Ordinance 04-05-09	No
****Local Board of Appeal and Equalization	X		Council	3	3 years	To be determined	City Hall	MN Statute 274.01	City Clerk	Ordinance 08-10-09	Yes By Ordinance

\* By-Laws Amended 3/10/03 and \*\* 3/24/03 to allow membership to residents of the to be annexed areas of Grand Rapids Township 4/11/11 modified to allow non residents on Boards & Commissions.

\*\*\* By-Laws Amended 5/27/03 so that the 5 resident members may include those residents of the "to be annexed" areas of Grand Rapids Township.

\*\*\*\* By-Laws Amended 3/7/05 to include International Property Maintenance and Building Codes Boards of Appeals

\*\*\*\*\*By-Laws Amended 1/26/09 to include Local Board of Appeal and Equalization and change to Golf Course Board membership composition.

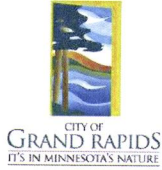
<b>DATE</b>	<b>ACTION</b>	<b>RESPONSIBILITY</b>
By November 1	The Administrator's office shall present in writing to the Mayor and Council a prepared list of Board and Commission members whose terms expire the following March. This list shall identify Board, name, date first appointed and eligibility for reappointment (as defined in Council By-Laws)	Staff & Mayor/Council
In Mid-November	An informal Council review to consider offering reappointment to eligible Board/Commission members.	Mayor/Council
In Late November	Letters to eligible and in-eligible Board/Commission members will be prepared and sent.	Staff/Mayor
In Mid-December	The Administrator's office will prepare a Respondent's List for reappointment to help determine vacancies and present to Mayor and Council for approval to prepare a vacancy list and authorize position vacancy advertisement.	Staff/Mayor/Council
In Mid-January early February	Mayor and Council will review responses to position vacancy advertisement.	Mayor/Council
First Meeting in February	Mayor and Council discuss candidates for Board and Commission appointments and through a nomination and voting process determine who the appointees shall be.	Mayor/Council

APPENDIX D

MAYORAL BOARD/COMMISSION APPOINT AND COUNCIL APPROVAL PROCESS

<u>DATE</u>	<u>ACTION</u>	<u>RESPONSIBILITY</u>
By November 1	The Administrator's office shall present in writing to the Mayor and Council a prepared list of Board and Commission members whose terms expire the following March. This list shall identify Board, name, date first appointed and eligibility for reappointment (as defined in Council By-Laws)	Staff & Mayor/Council
In Mid-November	An informal Council review to consider offering reappointment to eligible Board/Commission members.	Mayor/Council
In Late November	Letters to eligible and ineligible Board/Commission member(s) will be prepared and sent.	Staff/Mayor
In Mid-December	The Administrator's office will prepare a Respondent's List for reappointment to help determine vacancies and present to Mayor and Council for approval to prepare a vacancy list and authorize position vacancy advertisement.	Staff/Mayor/Council
In Mid-January early February	Mayor and Council will review responses to position vacancy advertisement.	Mayor/Council
First Meeting in February	Mayor and Council discuss candidates for Board and Commission appointments and through consensus designate a candidate for consideration by the Mayor for appointment. Mayor may appoint or reject the designated candidate. The Council shall then vote upon approval of the candidate appointed by the Mayor.	Mayor/Council





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0014      **Version:** 1      **Name:** Council appointments to Boards & Commissions  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Appoint Council representatives to Boards and Commissions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Appoint Council representatives to Boards and Commissions.

**Body**

The City has Boards & Commissions that require Mayoral appointments and Council appointments.

**Requested Council Action**

Consider making appropriate appointments to City Boards & Commissions.

**Mayoral Appointments and Council Approval (Appendix D)**

Parks/Recreation/Civic Center Board      Appoint One: \_\_\_\_\_

Economic Development Authority      Appoint Two: \_\_\_\_\_

\_\_\_\_\_

Housing & Redevelopment Authority      Appoint One: \_\_\_\_\_

**Council Appointments (Appendix C)**

Public Utilities Commission      Appoint One: \_\_\_\_\_



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0015      **Version:** 1      **Name:** Agency appointments  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Appointment of Special Council Representatives to selected agencies.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Appointment of Special Council Representatives to selected agencies.

**Body**

The Council has had a long-standing relationship with a number of organizations. These relationships are meant to represent the City's interest in many different policy arenas. The Council has determined that designating one of its own members to represent the City, its relationship with these agencies will serve the information gathering and policy development needs of the City at this time.

**Requested Council Action**

Nominate and appoint Council representatives to the organizations identified herein.

### Council Representatives to Committees

RAMS      Appoint One: \_\_\_\_\_

Coalition of Greater MN Cities      Appoint One: \_\_\_\_\_

City/County Committee      Appoint Two: \_\_\_\_\_

\_\_\_\_\_

Joint Mine Pit Board      Appoint One: \_\_\_\_\_

League of MN Cities      Appoint One: \_\_\_\_\_

Cable      \_\_\_\_\_

Fire Relief Association (Council should appoint one Council member & one City staff, typically the City Finance Director)

Councilor: \_\_\_\_\_

Staff: \_\_\_\_\_

ARDC

Appoint One: \_\_\_\_\_





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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0003      **Version:** 1      **Name:** 2013 Calendar  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/4/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** 2013 City Calendar

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2013 Calendar](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**  
2013 City Calendar

**Body**

The Council By-laws call for the adoption of an annual regular Council meeting calendar. Scheduled meeting dates are the second and fourth Mondays of each month except for those Mondays that are legal holidays, in which case the meetings are moved to Tuesday. In December 2013, meeting are the second (9th) and third (16th) Mondays.

**Requested Council Action**

Adopt the attached calendar establishing the annual regular and worksession Council meeting dates for 2013 along with various Boards & Commissions.



CITY OF  
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# 2013

January							February							March							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
		1	2	3	4	5						1	2						1	2	
6	7	8 [FRA]	9 [AVA]	10 [EDA]	11	12	3	4	5 [V]	6	7 [PC]	8	9	3	4	5	6	7	8	9	
13	14	15	16	17	18	19	10	11	12 [AVA]	13	14	15	16	10	11	12	13 [AVA]	14	15	16	
20	21	22	23	24	25	26	17	18 [Library]	19	20	21	22	23	17	18	19	20	21	22	23	
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29 [PW]	30 [Library]	
April							May							June							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
	1	2	3	4	5	6				1	2	3	4							1	
7	8	9 [FRA]	10 [AVA]	11 [EDA]	12	13	5	6	7 [V]	8 [AVA]	9	10	11	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12 [AVA]	13	14	15	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	
July							August							September							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
	1	2	3	4	5	6					1	2	3		1	2	3	4	5	6	7
7	8	9 [PC]	10 [AVA]	11 [EDA]	12	13	4	5	6	7	8	9	10	8	9	10	11 [AVA]	12	13	14	
14	15	16	17	18	19	20	11	12	13	14 [AVA]	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						
October							November							December							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
		1	2	3	4	5						1	2		1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11 [AVA]	12	13	14	
13	14 [E-Workshop]	15 [FRA]	16	17	18	19	10	11	12	13 [AVA]	14	15	16	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					

- Golf Course Board -7am (May-Sept)  
12 noon (Oct-April)
- Library Board - 5pm
- Council Worksession 4:00pm
- City Council Mtg - 5pm
- Payroll
- Holiday
- Cable TV Comm. - Noon
- Central School Board -9:00 am
- Park & Rec Civic Center Board 5:30 PM
- Civil Service Comm. - 4 pm
- Public Util. Comm. - 4pm
- Economic Dev. Authority - 4 pm
- Fire Dept. Bus. Mtg. - 7 pm
- Housing/Redevelopment Authority 4 pm
- Fire Relief Assn.
- Planning Comm. - 4 pm
- Human Rights Comm. - 4:00 pm
- Flex Benefits Deadline



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 13-0029      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/10/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Approve Council minutes for Monday, December 17, 2012 Worksession & Regular Meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [December 17, 2012 Worksession](#)  
[December 17, 2012 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**  
Approve Council minutes for Monday, December 17, 2012 Worksession & Regular Meeting.





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, December 17, 2012

4:00 PM

Conference Room 2A

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, September 17, 2012 at 4:00 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

**Present** 4 - Mayor Dale Adams, Councilor Ed Zabinski, Councilor Joe Chandler, and Councilor Gary McInerney  
**Absent** 1 - Councilor Dale Christy

### Discussion Items

1. PUC Rider Discussion.

*Anthony Ward, PUC Manager, addresses the Council and provides overview of PUC Rider.*

2. **Review 5:00 pm regular meeting agenda.**

*Police Chief Jim Denny, Jim Smokrivich and Mark Schroeder, Grand Rapids High School. Discussion regarding school safety and hostile situation policy and procedures.*

*Additions to consent.*

### ADJOURN

*There being no further business, the meeting adjourned at 5:07 PM.*

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



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

---

Monday, December 17, 2012

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, December 17, 2012 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 4 -

Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**Absent** 1 -

Councilor Dale Christy

### MEETING PROTOCOL POLICY

### PUBLIC FORUM

### COUNCIL REPORTS

*Thanks to Public Works for street cleanup after the snow from previous weekend.*

**5:10 PM APPROVAL OF MINUTES**

Approve Council minutes for Monday, December 10, 2012 regular meeting and Thursday, December 6, 2012 Council Budget meeting.

**A motion was made by Councilor Gary McInerney, seconded by Councilor Ed Zabinski, to approve the Council minutes as presented. The motion PASSED by unanimous vote.**

**5:11 PM CONSENT AGENDA**

1. Consider approving resolutions adopting the following:
  - 2012 Tax Levy Payable in 2013, the 2013 General Fund Revenue and Expenditure budget,
  - 2013 Special Revenue Fund budgets for the Library, Cemetery, Grand Rapids Economic Development Authority, Civic Center, Grand Rapids/Itasca County Airport, Recreation Programs, Police Forfeiture Fund, State Haz-Mat Response Fund, and the Domestic Animal Control Facility,

- 2013 Enterprise Fund budgets for the Pokegama Golf Course and the Storm Water Utility Funds.

**Adopted resolutions 12-115 through 12-127 by consent roll call.**

2. Approve the eligibility list for firefighters for the City of Grand Rapids.

**Approved by consent roll call.**

3. Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property tax owners.

**Adopted resolution 12-128 by consent roll call.**

4. Appointment of Kelly Ewens to the position of part-time Animal Control Facility Attendant effective December 18, 2012.

**Approved by consent roll call.**

5. Continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for the calendar year 2013.

**Approved by consent roll call.**

6. Memorandum of Understanding ("MOU") between the City of Grand Rapids and Law Enforcement Labor Services, Inc., Local 345, on behalf of the Police Sergeants bargaining unit.

**Approved by consent roll call.**

7. Entering into rental agreements with area businesses for advertising at the IRA Civic Center.

**Approved by consent roll call.**

8. Approve the rehiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning December 18, 2012.

**Approved by consent roll call.**

9. Renew Taxi Licenses for Northwoods Cab Inc. and A-B Taxi LLC for 2013 contingent upon receipt of required documentation and fees.

**Approved by consent roll call.**

10. Supplemental Letter Agreement (SLA) 2011-5 with SEH for street light design/construction engineering.

**Approved by consent roll call.**

11. Adopt a resolution delegating authority to the City Administrator or his designee in relation to the Old Central School.



**Adopted resolution 12-129 by consent roll call.**

12. Approve Central School leases as presented.

**Approved by consent roll call.**

13. Consider approving the Workers Compensation coverage through Berkley Administrators for the 2013 plan year at the proposed rate of \$ 138,570 and authorize payment of the premium.

**Approved by consent roll call.**

14. Consider the appointment of Jeremiah Puelston to the position of Grand Rapids Fire Department Hazmat Training/Equipment Assistant effective January 1, 2013 at a starting salary of \$248.09 per month and authorize staff to begin the process of filling the Facilities Maintenance position that will be vacant due to this appointment.

**Approved by consent roll call.**

- 14a. Consider voiding lost Accounts Payable check #111417, issuing a new check and waiving bond requirements for a check issued to Cryotech Deicing Technology in the amount of \$2,414.05.

**Approved by consent roll call.**

- 14b. Consider approving an amendment to an IRRRB grant agreement extending its term an additional year.

**Approved by consent roll call.**

- 14c. Shared Services Study for the Fire Department

**Approved by consent roll call.**

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

**Aye 4 -**

Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

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

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Gary McInerney, to approve the Regular agenda as amended. The motion PASSED by unanimous vote.**

**5:14 DEPARTMENT HEAD REPORT  
PM**

15. Dale Anderson - Park, Recreation and Civic Center

Received and Filed

**5:24 ENGINEERING  
PM**

16. A resolution amending the City Fee Schedule.

**A motion was made by Councilor Zabinski, seconded by Councilor Chandler, to adopt resolution 12-130 amending the City fee schedule. The motion carried by the following vote.**

**Aye 4 -**

Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:30 ADMINISTRATION DEPARTMENT  
PM**

17. Appointments to Library Board

**A motion was made by Councilor Zabinski, seconded by Councilor McInerney, to make the following Library Board appointments: Appoint Jean MacDonell to an unexpired resident position, term to expire 12/31/13, appoint Mary Helen Haarklau to resident position, term to expire 12/31/15, appoint Abby Kuschel and Shannon Benolken to non-resident-township positions, terms to expire 12/31/15. The motion carried by the following vote.**

**Aye 4 -**

Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:35 VERIFIED CLAIMS  
PM**

18. Approve the bill list for the period December 4, 2012 through December 10, 2012 in the total amount of \$445,034.15.

**A motion was made by Councilor Chandler, seconded by Councilor Zabinski, to approve the Council bill list as presented. The motion carried by the following vote.**

**Aye 4 -**

Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**Recess regular meeting for first scheduled public hearing.**

**The meeting was recessed at 5:40 p.m.**

**6:00 PUBLIC HEARINGS  
PM****Reconvened at 6:00 PM.**

19. Conduct a Public Hearing to consider the adoption of an Ordinance amending multiple sections of Chapter 30 *Land Development Regulations* of the Municipal Code, establishing an *Educational Service Institution* use.
- Rob Mattei, Community Development Director, provides background information on ordinance and recommended changes.*
- A motion was made by Councilor Gary McInerney, seconded by Councilor Joe Chandler, to open the public hearing. The motion PASSED by unanimous vote.**
- No one wished to speak, therefore the following motion was made.*
- A motion was made by Councilor Joe Chandler, seconded by Councilor Gary McInerney, to close the public hearing. The motion PASSED by unanimous vote.**

**Reconvene regular meeting.**

20. Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending multiple sections of Chapter 30 *Land Development Regulations* of the Municipal Code establishing an *Educational Service Institution* use.
- A motion was made by Councilor Chandler, seconded by Councilor McInerney, to adopt Ordinance 12-12-11 amending Municipal Code establishing an Educational Service Institution use. The motion carried by the following vote.**
- Aye 4 -**  
Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**Recess regular meeting for second scheduled public hearing.**

21. Conduct a public hearing to consider the rezoning of a 2.1 acre parcel of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).
- Mr. Mattei provides background and review of request to rezone subject property.*
- A motion was made by Councilor Joe Chandler, seconded by Councilor Ed Zabinski, to open the public hearing. The motion PASSED by unanimous vote.**
- Donna Kazen, 101 NE 7th Street, Grand Rapids, presents questions regarding the upgrade of infrastructure and who will be financially responsible. Will this be low income, fair market value and is there a limit to residence size?*
- Mr. Mattei states that final plans are not complete but upgrades to existing infrastructure are not anticipated. If there are upgrades, developer would be responsible to bear the costs. Lower income or fair market value is not determined. The decision for occupancy would fall to the property owner.*
- Attorney Sterle reminds the Council that this public hearing is only to address the zoning classification of the property in question.*



*Ms. Kazen believes that this is an unfair process and the City should do greater diligence regarding the impact this potential project will have on the surrounding properties.*

*Jane Baumgarner, 721 NW 2nd Avenue, Grand Rapids, would prefer to see rezoning to R2 as opposed to R4.*

**A motion was made by Councilor Gary McInerney, seconded by Councilor Joe Chandler, to close the public hearing. The motion PASSED by unanimous vote.**

**Reconvene regular meeting.**

22. Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending the Official Zoning Map by rezoning a 2.1 acre parcel of land from its current zoning designation of PU (Public Use) to R-4 (Multiple-family Residential- high density).

**A motion was made by Councilor Zabinski, seconded by Councilor McInerney to adopt Ordinance 12-12-12 amending the official zoning map. The motion carried by the following vote.**

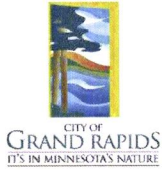
**Aye 4 -**

Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**7:00 ADJOURNMENT  
PM**

**There being no further business, the meeting adjourned at 6:57 PM.**

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0791      **Version:** 1      **Name:** Liquor refund  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 12/17/2012      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Approve refund for 2013 3.2 Beer License in the amount of \$275.00 for Sky Ventures LLC dba Pizza Hut.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Approve refund for 2013 3.2 Beer License in the amount of \$275.00 for Sky Ventures LLC dba Pizza Hut.

**Body**

Sky Ventures LLC representative, Bobbie Montour, contract staff to advise that the Grand Rapids Pizza Hut will no longer serve 3.2 beer as of 2013. Ms. Montour is requesting a full refund for the 2013 license fee in the amount of \$275.00.

**Requested Council Action**

Approve refund for 2013 3.2 Beer License in the amount of \$275.00 for Sky Ventures LLC dba Pizza Hut.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0794      **Version:** 1      **Name:** Resolution establishing 2013 compensation for City of Grand Rapids Non-Represented Employees.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 12/27/2012      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Resolution establishing 2013 compensation for City of Grand Rapids Non-Represented Employees.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2013 Compensation Benefits Non-Represented Employees pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Resolution establishing 2013 compensation for City of Grand Rapids Non-Represented Employees.

*Body*

**Background Information:**

Department Heads are required to complete an evaluation that will generate an evaluation score. This evaluation score will then be used to determine the pay increase for the Department Head. This year we have budgeted for a 3% increase for the exempt employees. We are recommending that the exempt staff be given an increase of up to 3% of their base salary.

The evaluation score will be determined by applying the following weights to the evaluations:

- 25% City Council
- 50% City Administrator
- 10% Peers
- 5% Staff
- 10% Board/Commission\*\*

\*\* If the exempt employee does not work with a Board or Commission, the 10% weight will be shifted to the City Administrator and City Council evaluations. If the exempt employee works with more than one Board or Commission, then the 10% weight will be split among those Boards/Commissions.

All other Non-Represented Exempt Employees shall receive an additional amount up to 3.00% based on the evaluation done by their respective Department Head.

The City's contribution to the Health Savings Account will be as follows:

2013    Family coverage = \$4,000.00    Single coverage = \$2,000.00

**Staff Recommendation:**



We are recommending that the regular City employees who are in collective bargaining agreements with the City, part-time non-exempt, seasonal and temporary employees, and elected officials are specifically excluded from this resolution.

Non-represented non-exempt and on-call (Fire Department) are to receive a % increase effective January 1, 2013, which is the average of the increase to the bargaining units that we have agreements with.

**Requested City Council Action**

Adopt a resolution establishing 2013 compensation for City of Grand Rapids Non-Represented Employees.

Councilor introduced the following resolution and moved for its adoption:

**RESOLUTION No. 13 -**  
**ESTABLISHING COMPENSATION AND BENEFITS FOR**  
**CITY OF GRAND RAPIDS**  
**NON-REPRESENTED EMPLOYEES**

WHEREAS, the Grand Rapids City Council has established that employment with the City of Grand Rapids should be attractive from a career perspective and that the compensation and benefit plan for the City of Grand Rapids' non-represented employees shall be founded on the principle of equitable and adequate compensation and benefits; and further, that said compensation and benefit plan shall be as competitive as possible in the judgment of the City in order to attract and retain people of the highest caliber so that the citizens of Grand Rapids can be assured that their best interests are being served; and,

WHEREAS, the City of Grand Rapids' past practices provide that adjustments to salary schedules are generally made on January 1<sup>st</sup> and are based on such factors as changes in the cost-of-living, labor markets, recruiting experience, financial condition of the City, reclassification studies, etc.; and

WHEREAS, the City has ratified all contracts with the City's bargaining units through December 31, 2014; and,

WHEREAS, the City has not adjusted salaries for non-represented employees for the period January 1, 2013 through December 31, 2013; and

WHEREAS, Department Heads are required to complete an evaluation of their peers and their exempt staff. The evaluation of their peers and staff were part of a 360 degree evaluation that generated an evaluation score. This evaluation score will then be used to determine the pay increase for the Department Head and other Exempt Staff. This year we have budgeted for a 3% increase for the exempt employees.

NOW, THEREFORE BE IT RESOLVED that the exempt staff be given an increase of up to 3% of their base salary based on the employee's performance. The amount will be determined by the evaluation score. The evaluation score will be determined by applying the following weights to the evaluations:

City Council:	25%
City Administrator:	50%
Peers:	10%
Staff:	5%
Board/Commission:	10%**

*\*\*If the exempt employee does not work with a board or commission the 10% weight will be shifted to the City Administrator and City Council evaluations. If the exempt employee works with more than one board or commission then the 10% weight will be split among these boards.*

Non-Exempt, non-represented and Fire Department employees will receive a 3% increase which is the average of the increases to the bargaining units that we have agreements with.

BE IT FINALLY RESOLVED that regular City employees who are in collective bargaining agreements with the City, part-time, temporary and seasonal employees, and elected officials are specifically excluded from this resolution. Pay increases for union employees are governed by their collective-bargaining agreements, and all other 2013 salary increases have already been approved by the City Council.

Adopted this 14<sup>th</sup> day of January, 2013.

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Dale Adams, Mayor

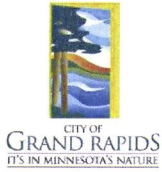
ATTEST:

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Kimberly Johnson-Gibeau, City Clerk

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0798      **Version:** 1      **Name:** At Risk Youth Multi Disciplinary Team.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 12/31/2012      **In control:** Police  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Request by the Police Department to authorize the Mayor and City Clerk to sign the Resolution of the Itasca County/City of Grand Rapids At Risk Youth Multi Disciplinary Team.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2013 At-Risk Youth](#)  
[PD Risk Youth 2013](#)

Date	Ver.	Action By	Action	Result
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1/14/2013	1	City Council		
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### *Title*

Request by the Police Department to authorize the Mayor and City Clerk to sign the Resolution of the Itasca County/City of Grand Rapids - At Risk Youth Multi - Disciplinary Team

### *Body*

#### **Background Information:**

Representatives from the city, state, and community agencies, including public schools and law enforcement are expected to meet periodically to seek resolutions to common issues affecting and relating to youth in the community.

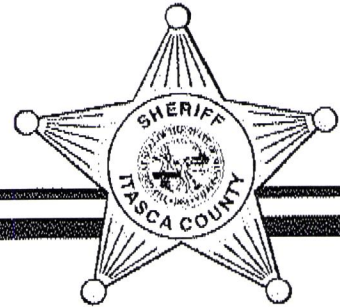
This multi-disciplinary process requires that the participants enter in a case consultation agreement as required by Minnesota State Statute 626.558. This agreement authorizes a representative(s) from each agency to share protected data and requires participants to maintain the confidentiality of data received. This agreement is updated annually.

The Grand Rapids Police Department needs to continue to participant on this team. The signing of this resolution would allow Chief Jim Denny, Asst. Chief Steve Schaar, Officers Brian Mattson, William Saw, Andy Morgan, Robert Stein, and Ashley Moran to share confidential data.

#### **Requested City Council Action**

Please consider authorizing Mayor Dale Adams and City Clerk Kim Johnson-Gibeau to sign the Resolution of the Itasca County/City of Grand Rapids, At Risk Youth Multi-Disciplinary Team.

**ITASCA COUNTY SHERIFF'S OFFICE**  
**VICTOR J. WILLIAMS, SHERIFF**



440 1st Avenue NE • Grand Rapids, MN 55744 • 218-326-3477 • FAX: 218-326-4663

December 6, 2012

Chief Jim Denny  
420 Pokegama Ave N  
Grand Rapids, MN 55744

RE: Itasca County At-Risk Youth Multi-Disciplinary Team, Minn. Stat. 626.558  
Data Sharing Agreement, aka **Gang Task Force**

Dear Jim,

Enclosed you will find the annual forms needed for you to participate in the collaborative listed above.

If you desire to have your agency participate in this collaborative again, please sign the case consultation agreement and return it to me.

Upon approval and with your signature of your representatives, should be returned to me. Thank you for your consideration in this matter. If you should have any questions, please contact me at 218-327-7623.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Schert', written over a horizontal line.

Investigator Dean Schert  
Itasca County Sheriff's Office

/rw  
Enclosures

**ITASCA COUNTY AT RISK CHILD PROTECTION TEAM  
CASE CONSULTATION AGREEMENT RELATING TO  
NOT PUBLIC AND CONFIDENTIAL DATA**

**“EXHIBIT A”**

This agreement shall be interpreted pursuant to the laws of the State of Minnesota and shall apply to the Itasca County Human Services (hereinafter “AGENCY”) and the undersigned individual and agency, if a representative, who is a member of the At Risk Child Protection Team Case Consultation Committee (hereinafter “MEMBER”).

**WHEREAS**, the MEMBER has been appointed to serve on the At Risk Child Protection Team Case Consultation Committee pursuant to Minn. Stat. 626.558, Subd 1; and

**WHEREAS**, pursuant to Minn. Stat. 626.558, Subd. 3, the MEMBER is authorized to have access to not public data as defined by Chapter 13 of Minnesota Statutes; and

**WHEREAS**, pursuant to Minn. Stat. 626.588, Subd. 3, data acquired by the At Risk Child Protection Team Case Consultation Committee in exercise of its duties is confidential data as defined in Minn. Stat. 13.02; and

**WHEREAS**, dissemination of such not public data or confidential data other than as authorized by statute may subject the MEMBER and/or the agency to civil remedies or criminal penalties as set forth in Minn. Stat. 13.08 and 13.09 (1988)

The **MEMBER** agrees:

That no confidential or otherwise not public data collected, maintained or used in the course or performance of my duties as a MEMBER of the Itasca County At Risk Child Protection Team Case Consultation Committee shall be disseminated by me or at my direction, except as authorized by statute, either during my period of service on the Committee or thereafter; and to indemnify and save and hold the State, its agents and employees and the County, its agents and employees, harmless from all claims or costs arising out of, resulting from or in any manner attributable to my violation of any provision of this agreement the Minnesota Government Data Practices and/or Minn. Stat. Section 626.558, including legal fees and disbursements paid or incurred to enforce the provisions of this agreement. This agreement must be updated annually.



ITASCA COUNTY  
Agency/Organization

Dated: \_\_\_\_\_

Committee Member \_\_\_\_\_  
(Print Name Here)

**ITASCA COUNTY AT RISK CHILD PROTECTION  
TEAM**

Dated: \_\_\_\_\_

by: \_\_\_\_\_  
Chairperson  
Dean Scherf  
Itasca County Sheriff's Office

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director  
Lester Kachinske  
Itasca County Human Services Department

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

RESOLUTION NO. 13-  
AT RISK YOUTH-MULTI-DISCIPLINARY TEAM

WHEREAS, the Legislature has authorized a process for public education, resource development for prevention, intervention and treatment and case consultation to the Itasca County Human Services Department and other community based agencies, including representatives of education agencies and institutions; and

WHEREAS, the City of Grand Rapids, hereafter Organization, find and concludes that it is appropriate and desirable that the Organization be represented on this Team:

NOW THEREFORE, BE IT RESOLVED, James Denny, Steve Schaar, Brian Mattson and William Saw, Andy Morgan, Robert Stein, Ashley Moran shall information acquired in his/her professional capacity with the Team or its subcommittee to perform case consultation;

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Organization's representative shall abide by the limitation imposed by law relating to the privacy of records required by the Minnesota Data Practices Act and other applicable law and sign the data sharing agreement on behalf of the Organization which is attached as Exhibit "A", and which shall be updated annually.

Adopted this 14<sup>th</sup> day of January, 2013.

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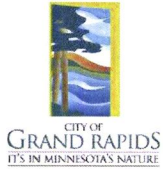
Dale Adams, Mayor

Attest:

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Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0799      **Version:** 1      **Name:** Contract with At-Rest Pet Cremation  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 12/31/2012      **In control:** Police  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Request by the Police Department to approve the yearly pet cremation contract with At Rest Pet Cremation at a cost of \$ 1,400.00

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [At Rest Pet Cremation](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Request by the Police Department to approve the yearly pet cremation contract with At-Rest Pet Cremation at a cost of \$ 1,400.00

*Body*

**Background Information:**

The Grand Rapids Police Department for the past several years has had an agreement with At-Rest Pet Cremation for the cremation and disposal of animal remains as required by State Statute.

At-Rest Pet Cremation is the only animal cremation service in our area.

The Fee for 2013 is \$ 1,400.00. This is a flat fee for this service. This fee has increased \$200.00 dollars from previous years. The vendor cites increase in operational costs as the reason for the increased contract price. The vendor has agreed to keep the current quoted price (\$1,400.00) for the next three years without any added increases.

This fee is budgeted as a professional services item in the Police Department's 2013 budget

**Requested City Council Action**

Consider authorizing the Grand Rapids Police Department to continue the agreement with At-Rest Pet Cremation, for the pickup, cremation and disposal of animal remains at a cost of \$ 1,400.00 for the year 2013.





# At-Rest Pet Cremation

Dear Police Chief James Denny:

Thank you for your continued patronage of At Rest Pet Cremation. It has been a pleasure servicing you and the community for the last twenty two years.

Unfortunately, due to the ever increasing cost of fuel I am respectfully requesting an additional \$200.00 be added to our current contract beginning January of 2013. With the approval of this contract in an effort to be reasonable, this contract will be renewed each year for three consecutive years without a price increase. I appreciate your continued support and hope to continue our relationship servicing the community for many years to come.

As always if you have any questions and/or concerns, please feel free to contact me at any time; I am happy to meet with you.

Thank you for your time on this matter,

Emmet Stemwedel

Owner At-Rest Pet Cremation

Phone: 218-327-0834

Cell Phone: 218-360-0418



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0802      **Version:** 1      **Name:** Mt. Itasca \$15,000 contribution  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/4/2013      **In control:** Finance  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Consider approving a contribution of \$15,000 to the Mt. Itasca Ski and Outing Club.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Letter from Jon Denney-Mt. Itasca.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Consider approving a contribution of \$15,000 to the Mt. Itasca Ski and Outing Club.

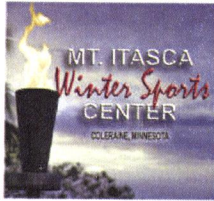
*Body*

**Background Information:**

Attached is a letter from Jon Denney, President of the Itasca Ski and Outing Club. He is requesting support for the Mt. Itasca Ski Area. The 2013 budget includes a \$15,000 contribution to the Mt. Itasca Ski Area.

**Requested City Council Action**

Consider approving a contribution of \$15,000 to the Mt. Itasca Ski and Outing Club.



200 Mt. Itasca Road  
P.O. Box 553  
Coleraine MN 55722

[www.Mltasca.com](http://www.Mltasca.com)

*Spreading the thrill of skiing sports through opportunity and support*

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January 3, 2013

Shirley Miller  
City of Grand Rapids  
420 N. Pokegama Av.  
Grand Rapids, MN 55744

Dear Shirley,

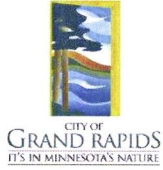
On behalf of Itasca Ski & Outing, I would like to request the \$15,000 support for Mt. Itasca Ski Area. These funds along with support provided by Itasca County, the City of Coleraine, and The Greenway Joint Recreation Board, Mt. Itasca will continue to support local winter sporting activities for area families as well as promote many large events that continue to create substantial economic impact to the area.

Thank you again for your support.

Sincerely,

Jon Denney  
President  
Itasca Ski & Outing Club  
218-248-9749





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0803      **Version:** 1      **Name:** 2013 Maintenance Agreement with Harris Computer Systems  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/4/2013      **In control:** Finance  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Consider approving computer software service agreements for 2013 with Harris Computer Systems \$18,487.39.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Consider approving computer software service agreements for 2013 with Harris Computer Systems \$18,487.39.

*Body*

**Background Information:**

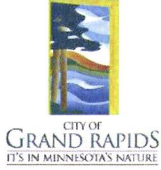
The City of Grand Rapids has had a software maintenance agreement with Harris Computer Systems (formerly Municipal Software Inc. (MSI) since 1991 for the accounting software support. The amount of the agreements for 2013 total \$18,487.39. This includes the general software maintenance, Attendance Enterprise for payroll, hosting the employee portal for payroll and the software maintenance for the City of Bovey.

The contracts includes: telephone support for trained users, periodic application software updates, government mandated updates for 941 and quarterly employment reports, W-2 printing, state and federal tax calculations, 1099 printing, and remote diagnostic support. The response time according to the contract is 1-4 hours for priority calls. The software support from Harris has been good and cost effective.

The cost for the maintenance agreement is included in the adopted 2013 Finance Department budget.

**Requested City Council Action**

Consider approving computer software service agreements for 2013 with Harris Computer Systems \$18,487.39.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0001      **Version:** 1      **Name:** Resolution authorizing Fund Management Savings Account at GRSB  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/4/2013      **In control:** Finance  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Consider adopting a resolution authorizing establishing a Fund Management Savings Account at Grand Rapids State Bank and designate the City Administrator, Finance Director, and Assistant Finance Director as authorized signers.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution Fund Mgt Savings-GRSB.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Consider adopting a resolution authorizing establishing a Fund Management Savings Account at Grand Rapids State Bank and designate the City Administrator, Finance Director, and Assistant Finance Director as authorized signers.

*Body*

**Background Information:**

The City's main checking account is an interest bearing Money Market Account at Grand Rapids State Bank. The City can open a Fund Management Savings account and earn a higher rate of interest, maintaining the same liquidity as the Money Market Account. We are requesting that the Council authorize establishing a Fund Management Savings Account at Grand Rapids State Bank and designate the City Administrator, Finance Director, and Assistant Finance Director as authorized signers.

**Requested City Council Action**

Consider adopting a resolution authorizing establishing a Fund Management Savings Account at Grand Rapids State Bank and designate the City Administrator, Finance Director, and Assistant Finance Director as authorized signers.

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

RESOLUTION NO. 13-  
A RESOLUTION AUTHORIZING ESTABLISHING A FUND MANAGEMENT SAVINGS  
ACCOUNT AT GRAND RAPIDS STATE BANK AND DESIGNATING THE CITY  
ADMINISTRATOR, FINANCE DIRECTOR, AND ASSISTANT FINANCE DIRECTOR AS  
AUTHORIZED SIGNERS

WHEREAS, the City's main checking account is an interest bearing Money Market Account at Grand Rapids State Bank, and

WHEREAS, the City can establish a Fund Management Savings account and earn a higher interest rate, and

WHEREAS, the City Council designates the City Administrator, Finance Director, and Assistant Finance Director as authorized signers,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes establishing a Fund Management Savings Account at Grand Rapids State Bank and designates the City Administrator, Finance Director, and Assistant Finance Director as authorized signers.

Adopted this 14<sup>th</sup> day of January , 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: None, whereby the resolution was declared duly passed and adopted.





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0006      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/7/2013      **In control:** Fire  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Accept the resignation of firefighter Brian Whitney.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Whitney Resignation](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Accept the resignation of firefighter Brian Whitney.

*Body*

**Background Information:**

Brian Whitney has submitted his letter of resignation from the Grand Rapids Fire Department effective January 12, 2013. Brian has been a firefighter with the department since July 12, 2005, but due to career changes and conflicting schedules Brian is no longer able to fulfill the commitment requirements of the department.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Consider accepting the resignation of firefighter Brian Whitney from the Grand Rapids Fire Department, effective January 12, 2013, and consider filling the vacancy from the department's eligibility list.

Dear City Council and Grand Rapids Fire Department Members,

I have enjoyed the great opportunity to have served my community as a firefighter in Grand Rapids. I am proud to have been a part of a great organization of firefighting professionals. I have had the pleasure of meeting and working with some great individuals on the GRFD, Police, Sheriff's, and Public Works departments. Our community should be proud of its dedicated members and their dedication to the constant improvement to our local communities, surrounding areas, and their dedication to raising the standard in our community. It is with great regret that I must resign my position effective 1-12-2013 due to a change in my employment that doesn't allow for me to provide adequate dedication to my role as firefighter on the GRFD. I wish all the best of luck in the future. To my fellow brother and sisters in the fire service stay low, stay safe. Take care I will miss being a part of the best department around.

Sincerely,  
Brian Whitney

rec'd  
1-8-13  
Steve A.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 13-0009      **Version:** 1      **Name:** Blandin Grant Application  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Authorize grant application to the Blandin Foundation in the amount of \$5,000.00 in support of the Itasca Area Government Collaboration Task Force.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Authorize grant application to the Blandin Foundation in the amount of \$5,000.00 in support of the Itasca Area Government Collaboration Task Force.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0012      **Version:** 1      **Name:** Resolution adopting 2013 Central School Budget  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Finance  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Consider adopting the 2013 Central School Budget.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Central School 2013 Budget Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Consider adopting the 2013 Central School Budget.

*Body*

**Background Information:**

Normally the Central School 2013 budget would have been adopted at the last meeting in December along with the other budgets. However, because only one lease had been signed at that time, we delayed presenting that budget. We now have five signed leases and we need to prepare the budget document and normally the Central School budget would be part of that document. With the five signed leases, there is lease revenue of \$52,323. The expenditures for the year total \$112,074, which includes \$5,337 that has to be transferred to the Capital Reserve Fund as per the Lease Agreement. That leaves a deficit of \$59,751, that will have to come from the Fund Balance. The projected Fund Balance at the end of 2012 is approximately \$96,000 which includes the operations and the capital reserve accounts. It is anticipated that there will be additional costs in 2013 to get the rest of the building rentable.

**Requested City Council Action**

Consider adopting the 2013 Central School Budget.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 13-

A RESOLUTION ADOPTING THE 2013 SPECIAL REVENUE FUND  
CENTRAL SCHOOL REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Central School revenue and expenditures budget for 2013:

REVENUES:

Miscellaneous	<u>\$ 52,323</u>
Total Revenue	<u>\$ 52,323</u>

EXPENDITURES:

Supplies & Materials	\$ 3,600
Other Charges	103,137
Capital Reserve	<u>5,337</u>
Total Expenditures	<u>\$112,074</u>

EXCESS REVENUE OVER EXPENDITURES \$ (59,751)

FUND BALANCE USAGE \$ 59,751

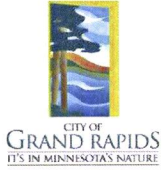
Adopted this 14<sup>th</sup> day of January 2013.

\_\_\_\_\_  
Dale 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 #:** 13-0013      **Version:** 2      **Name:** PR Hiring-Peltier  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Civic Center, Parks & Recreation  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Approve hiring of temporary employee with the Grand Rapids Parks and Recreation Department beginning January 15, 2013.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	2	City Council		

*Title*

Approve hiring of temporary employee with the Grand Rapids Parks and Recreation Department beginning January 15, 2013.

*Body*

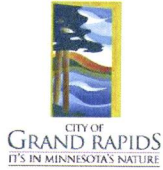
**Background Information:**

David Peltier will be hired as a Recreation Program Coach as well as warming house attendant starting at \$7.25. He will be an additional employee to those who currently work at the Parks and Recreation Department. This expense is covered in the 2013 budget.

**Requested City Council Action**

Consider approving the hiring of a temporary employee with the Parks and Recreation Department beginning January 15, 2013.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0017      **Version:** 1      **Name:** CP 2012-6 IRRRB Grant  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Engineering  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** A grant agreement with IRRRB related to CP 2012-6, ICC/Glenwood Intersection Improvements

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [1-14-13 Attachment CP 2012-6 IRRRB Grant.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

A grant agreement with IRRRB related to CP 2012-6, ICC/Glenwood Intersection Improvements

*Body*

**Background Information:**

The City was awarded a \$250,000 IRRRB grant to assist in the construction of a new signalized intersection at the intersection of Itasca Community College/U of M and Glenwood Drive where they connect to TH 169.

The attached grant agreement formalizes the terms of the grant.

**Staff Recommendation:**

City staff is recommending the approval of the IRRRB grant agreement.

**Requested City Council Action**

Consider approving the IRRRB grant agreement related to CP 2012-6, ICC/Glenwood Intersection Improvements.

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## STATE OF MINNESOTA GRANT AGREEMENT

<b>PO ID</b> 3000001707	<b>PO Date</b> 12-18-12	<b>Approval Date</b>	<b>Fiscal Year</b> 2013	<b>Grant Award</b> \$250,000.00
<b>Vendor ID</b> 0000195352	<b>Fund</b> 2370	<b>Fin Dept ID</b> B4335340	<b>Approp ID</b> B43TCPJ	<b>Account</b> 441352

**THIS GRANT**, which shall be interpreted pursuant to the laws of the State of Minnesota between the State of Minnesota, acting through its Office of the Commissioner of Iron Range Resources and Rehabilitation Board (hereinafter STATE) and **City of Grand Rapids, Attn: Tom Pagel, 420 North Pokegama Avenue, Grand Rapids, MN 55744** (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes 298, Section(s) 223 is empowered to fund local economic development projects including the construction of water and sewer systems, and other public works located within the Taconite Assistance Area defined in M.S. 273.1341.

AND WHEREAS, the Iron Range Resources and Rehabilitation Board (IRRRB)\Commissioner has determined that the completion of this project will support those purposes.

AND WHEREAS GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

I. **GRANTEE'S DUTIES** (Attach additional page if necessary). GRANTEE, who is not a state employee, shall:

Use the Office of the Commissioner of the Iron Range Resources and Rehabilitation Board monies provided for new signal lights, new turning lanes and a new entrance to Itasca Community College.

Expenses eligible for reimbursement under the terms of this Agreement will be those incurred since Iron Range Resources Board approval on December 13, 2012, for new signal lights, new turning lanes and a new entrance and other costs associated with the completion of the project.

The applicant will submit a final report to the IRRRB and a site visit may be conducted upon completion of the project.

Architectural and engineering fees in excess of 10% of the total project costs are ineligible for reimbursement.

NOTE: Grantee agrees to perform the above duties in accordance with the plans and specifications in grantee's application which is incorporated into this Agreement and kept on file in the Office of the Commissioner of Iron Range Resources and Rehabilitation Board, and in accordance with the policies as stated in the Grant application manual.

II. **CONSIDERATION AND TERMS OF PAYMENT**

A. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

1. Compensation shall be consistent with the N/A Budget, which is incorporated into and made a part of this Agreement, and attached hereto as Exhibit N/A.
2. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed **Two Hundred Fifty Thousand** dollars (**\$250,000.00**).

B. Terms of Payment

1. Reimbursement shall be one initial cash advance of N/A.
2. Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause VI. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

III. **CONDITIONS OF PAYMENT.** All services provided by GRANTEE pursuant to this grant shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, ordinances, Board resolutions, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to



be unsatisfactory or performed in violation of federal, state or local law, ordinance rule or regulation.

- IV. **TERM OF GRANT.** This grant shall be effective upon execution by required parties or upon such date as it is executed as to encumbrance by the IRRRB Fiscal Agent, whichever occurs later, and shall remain in effect until **December 31, 2014**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- V. **CANCELLATION.** This Agreement may be canceled by the STATE or GRANTEE if the project is not undertaken or carried out as proposed by Grantee in its application, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed, and, GRANTEE shall return to the STATE any unexpended, unobligated funds which were advanced to the GRANTEE by the STATE for the purposes of this Agreement.
- VI. **STATE'S AUTHORIZED AGENT.** The STATE'S authorized agent for the purposes of administration of this grant is the Commissioner or the Deputy Commissioner of the State Agency or Department who shall have final authority for acceptance of GRANTEE'S services.
- VII. **ASSIGNMENT.** GRANTEE shall neither assign nor transfer any rights or obligations under this grant without the prior written consent of the STATE.
- VIII. **AMENDMENTS.** Any amendments to this grant shall be in writing.
- IX. **LIABILITY.** GRANTEE agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant.
- X. **STATE AUDITS.** The books, records, documents, and accounting procedures, and practices of the GRANTEE relevant to this grant shall be subject to examination by the STATE and the legislative auditor. Records shall be maintained by the GRANTEE for a minimum of six years from the grant end date.
- XI. **OWNERSHIP OF DOCUMENTS.** (Complete this section and list conditions and documents when this provision is applicable).
- XII. **GOVERNMENT DATA PRACTICES.** The GRANTEE and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement except for business plans, development agreements and related business exhibits, which are private by law. The civil remedies of Min. Stat. §13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the State.
- If the GRANTEE receives a request to release the data referred to in the clause, the Grantee must immediately notify the State. The State will give the GRANTEE instructions concerning the release of the data to the requesting party before the data is released.
- XIII. **OTHER PROVISIONS.** (Attach additional page if necessary):
- A. If applicable, bid tabulations will be required for the project and a copy submitted to state contact person.
  - B. The records or reports resulting from the work under this grant may be released for public inspection, and both parties shall have the privilege of publishing the reports; provided that publications by either party shall contain a statement of the cooperative relations between the parties hereto.
  - C. Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minnesota Statutes §181.59 (Non-discrimination); Minnesota Statutes §116J.871 and §177.43 (Prevailing Wages); Minnesota Statute §176.181, subd. 2 (Worker's Compensation); Minnesota Statutes §574.26 (Payment and Performance Bonds); Minnesota Statutes §363A.36 (Certificate of Compliance for private entities); and Minnesota Statutes §116L.66 (Job Listings for grants of \$200,000 or more to any private entity). American's with Disabilities Act 42 U.S.C.A. Sect. 12101.
  - D. This grant is governed by the provisions in Minnesota Statutes §16B.97 and .98.
  - E. **State contact person for this grant is Chris Ismil.**  
**Phone: 218-735-3010; Fax: 218-735-3046.**

**IN WITNESS WHEREOF, the parties have caused this grant to be duly executed intending to be bound thereby.**

APPROVED:

**1. GRANTEE:**

(If a corporation, two corporate officers must execute.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**2. STATE AGENCY OR DEPARTMENT:**

By: \_\_\_\_\_

ANTHONY SERTICH

Title: **COMMISSIONER**

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

OR

By: \_\_\_\_\_

**STEVE PETERSON**

Title: **EXECUTIVE DIRECTOR OF DEVELOPMENT**

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

**3. IRRRB FISCAL AGENT:**

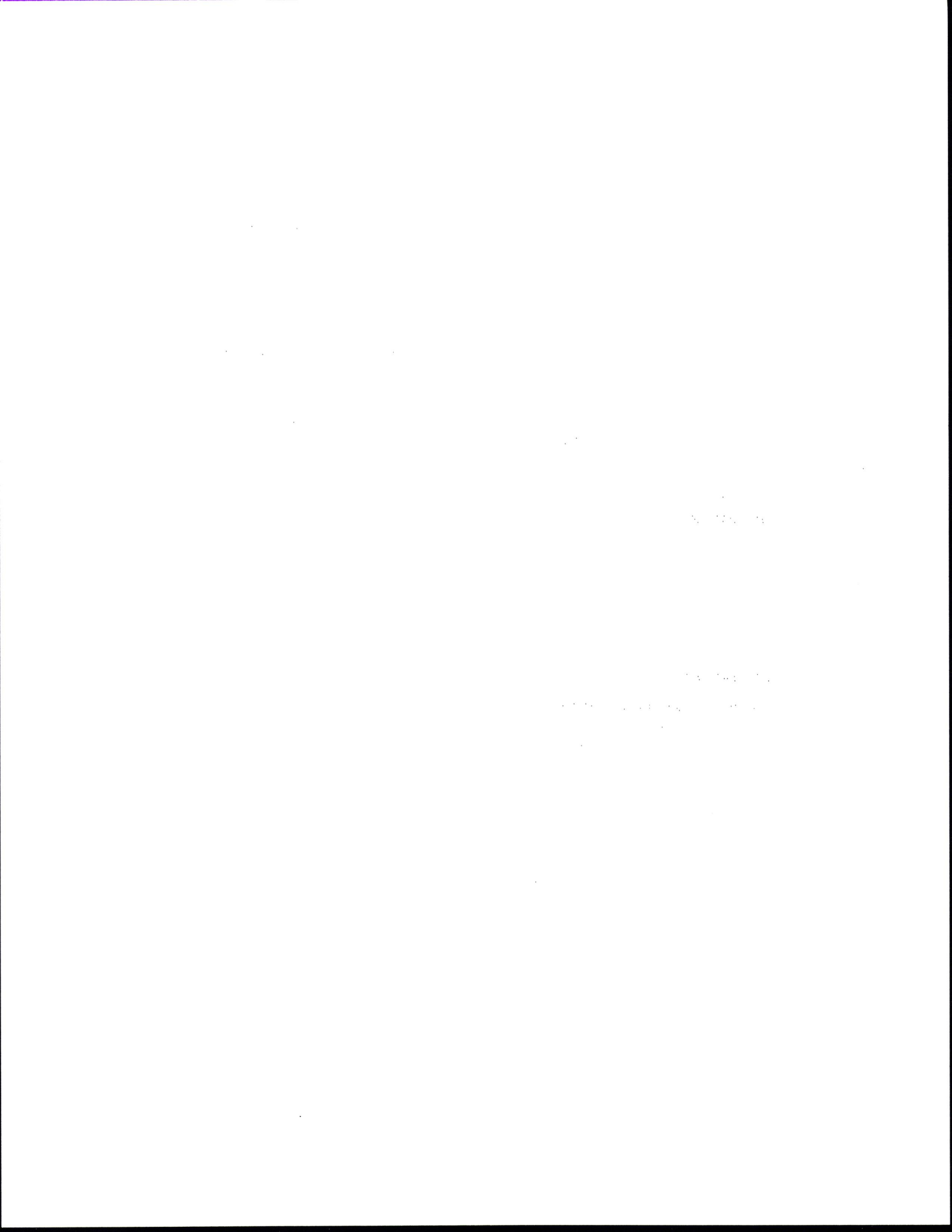
By: \_\_\_\_\_  
BOB J. SCUFFY, JR.

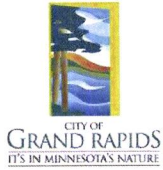
Title: **ACCOUNTING OFFICER, SR.**

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

HAUSERS\GRANTS\GRANTS\PW FY13\GRAND RAPIDS, CITY OF (ICC  
SIGNAL LIGHTS AND TURN LANES).DOC







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0018      **Version:** 1      **Name:** Nashwauk GIS agreement  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Engineering  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** A three year agreement with the City of Nashwauk for GIS ELA services

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [1-14-13 Attachment Nashwauk GIS.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

A three year agreement with the City of Nashwauk for GIS ELA services

*Body*

**Background Information:**

Attached is an agreement with the City of Nashwauk to provide GIS ELA programming services. The annual fee of \$1,367.83 is based on population and computer server storage use and will assist in purchasing the annual GIS program.

**Staff Recommendation:**

City staff is recommending the three year agreement between the City of Grand Rapids and City of Nashwauk for GIS ELA services.

**Requested City Council Action**

Consider approving the three year agreement between the City of Grand Rapids and City of Nashwauk for GIS ELA services.

## GIS SERVICE AGREEMENT

GIS SERVICE AGREEMENT between the City of Grand Rapids, hereinafter referred to as "Grand Rapids" and City of Nashwauk, hereinafter referred to as "the Member."

WHEREAS, Grand Rapids and the Member have a mutual interest in the advancement of Geographic Information Systems, hereinafter referred to as "GIS" and the Member agrees to cost participate with Grand Rapids to store and make available GIS data to the Member via the internet.

WHEREAS, Grand Rapids and the Member view this collaboration as a means to reduce the cost of GIS technology of each participant to make available GIS data to staff and the public; and

WHEREAS, the collaboration efforts by this agreement will further the GIS technological advancement objectives of each participating member.

NOW, THEREFORE, the parties hereto agree as follows:

1. STATEMENT OF WORK. Grand Rapids agrees to use its best efforts to make available GIS data from the Member to a website or websites for purposes of staff or public viewing or the modification of data. The Member may at anytime contact or request a meeting with Grand Rapids to make changes to a website or website(s) after the initial design and implementation of the Member's GIS data. Grand Rapids will provide the member with training and technical assistance to employees for guidance through the website(s) processes and functionality. The Member may at anytime provide Grand Rapids with additional GIS data to be appended to existing GIS data. However, at the time of delivery the data must be formatted in accordance with existing GIS data. Grand Rapids will not be held liable for any inaccuracies or corrupted data provided by third party consultants. Any requests for changes to website(s) outside the description of the "Statement of work" or that require additional software programming beyond current software configuration are subject to an additional fee at rate in accordance with the City of Grand Rapids fee schedule. This GIS Agreement does not include the collection of GIS information
2. THE COLLABORATION. The purpose of the collaboration is to address the need of GIS technology for both organizations. The benefit of GIS technology of both entities is essential to assist in the efficiency of everyday workflow processes. Both organizations acknowledge that the cost of effectively maintaining GIS infrastructure would better suit both organizations by cost sharing of software and hardware needed to maintain GIS data.
3. SUPERVISION. Website(s) and GIS data will be maintained by Grand Rapids Staff. In the event the Member would like to request a change or report a problem they may contact:

Michael LeClaire  
GIS Manager  
City of Grand Rapids  
420 N Pokegama Ave  
Grand Rapids MN 55744  
218-326-7618  
[mleclaire@ci.grand-rapids.mn.us](mailto:mleclaire@ci.grand-rapids.mn.us)



4. PERIOD OF PARTICIPATION. This GIS Agreement shall be for the three year period beginning January 1<sup>st</sup>, 2013 through December 31<sup>st</sup> 2015 and shall be subject to renewal only by mutual agreement of the parties six months from the termination date.
5. FEES. The Member, as its share of the Collaboration expenses, will pay to Grand Rapids each year during the three year term the sum of explained fees below:

**ESRI Small Government ELA (ELA):** This program from ESRI is offered to small local governments and allows access unlimited amounts of ArcGIS software throughout the organization over the span of three years. The ELA plan in which the collaboration qualifies is for governments with a population of up to 25,000. Therefore, participation members shall pay an annual fee of \$1.00 for each resident based on the 2010 census count or the Minnesota State Demographer's projection of the year the Member enters into the GIS Agreement.

**Server Hardware & Server Software (Server):** The Collaboration will require Grand Rapids to upgrade servers to provide internet access to all members, as well as additional software for access and protection of the GIS data. Participation members shall pay \$1.00 for each resident based on the 2010 census count or the Minnesota State Demographer's projection of the year the Member enters into the GIS Agreement. This fee will be spread out over the term of the contract.

**Data//Web Maintenance (Maintenance):** The more data on the server requires additional maintenance to provide and make certain the GIS data is accessible to participating members. The fee will be based on \$0.25 per Megabyte (MB) stored on the server with a maximum fee of \$1,000. The first year will be based on an estimated storage. Each remaining year will be based on the previous year's storage. Upon renewal of the agreement the fee will be based on the last year of the agreements storage.

The fees will be used by Grand Rapids for the direct costs of making changes to websites and enhancing functionality along with continued maintenance to sustain adequate availability to all participating members.

6. PAYMENT. Annual payments shall be made to Grand Rapids by the Member, in full within 30 calendar days of receipt of invoices submitted by Grand Rapids. Invoice for services will be mailed in January of each year.

Annual Payment:

<u>2013</u>	
<u>ELA:</u>	<u>982 population * \$1.00 = \$982</u>
<u>Server:</u>	<u>982 population * \$1.00 / 3 yrs = \$327.33</u>
<u>Maintenance</u>	<u>234 MB * \$.25 = \$58.50</u>
<u>Total</u>	<u>\$1,367.83</u>

<u>2014</u>	
<u>ELA:</u>	<u>982 population * \$1.00 = \$982</u>
<u>Server:</u>	<u>982 population * \$1.00 / 3 yrs = \$327.33</u>
<u>Maintenance</u>	<u>234 MB * \$.25 = \$58.50*</u>
<u>Total</u>	<u>\$1,367.83*</u>

<u>Insert Year 3</u>	
<u>ELA:</u>	<u>982 population * \$1.00 = \$982</u>

<u>Server:</u>	<u>982 population * \$1.00 / 3 yrs = \$327.33</u>
<u>Maintenance</u>	<u>234 MB * \$.25 = \$58.50*</u>
<u>Total</u>	<u>\$1,367.83*</u>

\* Fee subject to change based on MB storage on the server.

7. **TERMINATION.** The Member may elect not to continue participation in this GIS Agreement upon written notice to Grand Rapids six months prior to the end of any year in accordance of the terms of the agreement. Upon the date of termination all website(s) will become inactive and the GIS data will be returned to the Member in an electronic format. Grand Rapids may terminate the GIS Agreement upon written notice to the Members if conditions preclude continuation of the program and in such case uncommitted fees shall be returned to the Member on a pro rata basis.
8. **DATA RIGHTS.** The Member is the sole owner of their GIS data. Grand Rapids does not have the right to distribute or sell GIS data of any participating member without authorization of the Member. Each participating member has the right to request GIS at any time. The member is required to list two staff members below that may give Grand Rapids permission to release GIS data to other organizations or person(s).

Name  
Title  
Signature

Name  
Title  
Signature

9. **LIABILITY.** Grand Rapids makes no representation or warranty with regard to the accuracy or completeness of the GIS databases referred to in this agreement and assumes NO liability or responsibility for any associated, direct, indirect, or consequential damages that may result from its use or misuse. Grand Rapids shall not be liable for any indirect, special, incidental, compensatory or consequential damages or any third party claims which may result from the use of the GIS data, even if it has been advised of the possibility of such potential loss or damage.

10. **General Provisions:**

- Scope of Service Order. This Service Order embodies all of the terms binding between Grand Rapids and the Member, and replaces all provisions, representations or proposals not embodied herein.
- Amendment. Any modification to this GIS Agreement shall operate only if in writing and executed by Grand Rapids and the Member.

- Waiver. Any waiver in regard to the performance of this GIS Agreement shall operate only in writing and executed by Grand Rapids and the Member.

Severability. In the event any provision of this GIS Agreement shall be held invalid and unenforceable, the remaining provisions shall remain binding upon Grand Rapids and the Member.

IN WITNESS WHEREOF, the City of Grand Rapids and the City of Member have caused this GIS Agreement to be duly executed by their respective authorized officers.

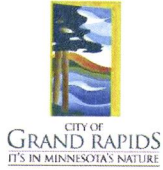
City of Grand Rapids

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_

City of Nashwauk

Name William Hendricks  
Title Mayor  
Signature William Hendricks





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0019      **Version:** 1      **Name:** Cohasset Natural Gas Franchise  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/9/2013      **In control:** Engineering  
**On agenda:** 1/14/2013      **Final action:**  
**Title:** A natural gas franchise agreement with the City of Cohasset

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [1-14-13 Cohasset Gas Final version.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

A natural gas franchise agreement with the City of Cohasset

*Body*

**Background Information:**

The City of Cohasset originally had a franchise agreement with the Township of Grand Rapids to provide natural gas service to properties along the east side of Golf Course Road. Cohasset would like to continue to expand its system easterly along County Road 63 towards the Eco Industrial Park to service existing and future businesses.

The attached franchise agreement will formalize the existing and future systems owned by the City of Cohasset within the City of Grand Rapids.

**Staff Recommendation:**

City staff is recommending approval of the attached natural gas franchise agreement with the City of Cohasset.

**Requested City Council Action**

Consider approval of the attached natural gas franchise agreement with the City of Cohasset.

## CHAPTER \_\_

**AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, GRANTING THE CITY OF COHASSET, A NON-EXCLUSIVE FRANCHISE AUTHORITY FOR A PERIOD OF TWENTY-TWO (22) YEARS TO ERECT, MAINTAIN AND OPERATE A GAS DISTRIBUTION SYSTEM AND ANY AND ALL NECESSARY MAINS, PIPES, SERVICES AND OTHER APPURTENANCES THEREUNTO APPERTAINING IN, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEY, BRIDGES, AND PUBLIC PLACES OF THE SAID CITY, AND FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL AND/OR MIXED GAS FOR LIGHTING, HEATING, INDUSTRIAL AND ALL OTHER USES AND PURPOSES IN SAID CITY AND FOR THE PURPOSE OF TRANSMITTING, TRANSPORTING AND CONVEYING SUCH GAS INTO, THROUGH OR BEYOND THE IMMEDIATE LIMITS OF SAID CITY TO OTHER CITIES, TOWNS AND CUSTOMERS, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE SAID COMPANY IS TO OPERATE.**

\_\_.01 GRANT AUTHORITY. That the City of Cohasset, referred to as Grantee, be and are hereby granted, subject to the provisions of this Ordinance, a non-exclusive authority for a period of twenty-two (22) years, to erect, construct, maintain and operate a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the City of Grand Rapids, Minnesota for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in said City and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities, towns and customers. Before Grantee constructs any new structures or converts any existing structure for the manufacture or storage of gas, Grantee shall first obtain the approval of the structure and the location thereof from City. Such approval by City shall not be unreasonably withheld.

\_\_.02 USE OF CITY RIGHTS-OF-WAYS. The Grantee, in constructing and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in the City of Grand Rapids, Minnesota, and in laying and installing its mains, services, piping, and related appurtenances and equipment shall in all ways comply and be subject to Grand Rapids City Ordinances Article II, Sec. 58-31 through 58-50 as may be modified from time to time.

\_\_.03 RELOCATION OF FACILITIES AND FIELD LOCATIONS. Whenever City shall grade, re-grade or change the line of any public way, or construct or reconstruct any City utility system therein, including streets, sidewalks, sewers, water mains or other public facilities of City, in the proper exercise of City's police power and with due regard to seasonable working conditions, City may order Grantee when necessary to relocate horizontally or vertically Grantee's mains, services and other property located in said public way and Grantee shall relocate its facilities at its own expense. City shall give Grantee reasonable notice of the need to relocate its facilities.



If City shall vacate any street, alley or public way for the purpose of furthering any public improvement by whomsoever made, Grantee shall, upon a request in writing from City, remove, at Grantee's own cost and expense, the distribution facilities within the vacated premises, if any. However, if the vacation of any street, alley or public way is not for the purpose of furthering any public improvement, City shall retain a utility easement in order to allow Grantee's facilities to remain unless the owners in fee agree to pay to Grantee the cost of relocation of its facilities.

Grantee shall provide field locations for all its underground facilities when requested by City, within a reasonable period of time. The period of time will be considered reasonable if it compares favorably with the average time required by City to locate municipal underground facilities for Grantee.

\_\_\_.04 MAINTENANCE AND IMPROVEMENT OF SYSTEM. Grantee agrees, for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate, modern, standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion consistent with its General Terms and Conditions as provided for in its Minnesota Public Utilities Commission approved tariff, as may be amended from time to time.

Grantee will from time to time during the term of this Ordinance make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of said City justify, in accordance with its General Terms and Conditions relating to customer connections and main and service line extensions currently in effect and on file with the Minnesota Public Utilities Commission, the City of Grand Rapids, or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to or be binding upon the Grantee to construct or extend its mains or furnish natural gas or natural gas service within said City if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of said City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural gas or gas service; provided, that Grantee shall not be liable to the City of Grand Rapids or its inhabitants, by reason of the failure of Grantee to deliver, or of the City or a customer to receive, natural gas as a result of acts of God, or the public enemy, inability of a pipeline supplier to furnish an adequate supply due to an emergency, or to a decision of public regulatory body, labor dispute, or other acts beyond the control of the party affected; and, provided further, that whenever any of the occurrences named above take place, Grantee shall have the right and authority and it shall be its duty to adopt reasonable rules and regulations in connection with limiting, curtailing or allocating extensions of service or supplying of gas to any customers or prospective customers, and withholding the supplying of new customers provided that such rules and regulations may be uniform as applied to each class of customer or prospective customer, and shall be nondiscriminatory as between communities receiving service from the Grantee, and such rules and regulations shall be subject to the rights reserved herein to City.

Grantee shall not construct any new or modified installation within or upon any public way without first receiving a permit from the City. The permit application shall reflect the type of facilities to be installed and the proposed location and depth within the right of way or easement. The facilities are to be installed pursuant to such permit and shall be located as



directed by the City, taking into account existing and planned underground facilities. A permit shall also be required by repairs and maintenance of previously installed facilities, in order for City to inspect each project for compliance with Grantee's restoration obligations as provided in this Ordinance. All permits shall be issued by the City Clerk after consultation with the City Engineer. A fee for such permits may be established by resolution of the City Council from time to time. If construction work is not commenced within ninety (90) days after the issuance of a permit, it shall be null and void.

\_\_\_.05 CITY'S AUTHORITY AND RIGHT TO REGULATE. Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power and authority now or hereafter possessed by the City of Grand Rapids, Minnesota, to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of said City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted. Provided, however, City shall have no duty or obligation to monitor, inspect or control the manner in which Grantee constructs, operates or maintains its mains, pipes, services or other appurtenances, all of which shall be the exclusive responsibility and liability of Grantee.

\_\_\_.06 STANDARDS OF SERVICE. Grantee shall, at all times, maintain an adequate pressure and adequate supply of clean, standard gas of the British Thermal Unit heating value of not less than that prescribed in its General Terms and Conditions relating thereto in effect and on file with the Minnesota Public Utilities Commission, the City of Grand Rapids, or other competent authority having jurisdiction in the premises. Should the British Thermal Units fall below the limitation set forth in its appropriate Rules and Regulations, the rate then in effect shall be automatically correspondingly lowered and reduced during any period or periods of time in which such lower British Thermal Unit value shall be furnished. The City shall have the privilege of requesting Grantee to furnish satisfactory proof of British Thermal Unit content of the gas.

\_\_\_.07 LIABILITY. The City shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation and maintenance by the Grantee of its mains, pipes, lines and other appurtenances and appliances hereunder and the Grantee, its successors and assigns shall indemnify the City, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to the City or be claimed against the City by reason of any act or omission of the Grantee in the construction, operation and maintenance of its mains, pipes, lines and other appurtenances and appliances hereunder, or by the ownership by the Grantee of such facilities.

The Grantee shall have at all times during the effective period of this Ordinance insurance in the amounts of no less than is specified by Minnesota Statutes Section 466. 04 as may be modified from time to time. The Grantee shall provide proof of adequate insurance at all times during the effective period of this agreement.

\_\_\_.08 FORFEITURE. If the Grantee shall be in default in the performance of any of the terms and conditions of this Ordinance and shall continue in default for more than ninety (90)

days after receiving notice from the City of Grand Rapids, Minnesota of such default, the said City may, by ordinance duly passed and adopted, terminate all rights granted under this Ordinance to the Grantee. The said notice of default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State of Minnesota for the service of original notices in civil actions.

\_\_\_.09 GRANTEE ACCEPTANCE. This Ordinance, and Grantee's rights and obligations hereby granted, shall become effective upon Grantee filing with the City Clerk within thirty (30) days after final passage and any required publication of this Ordinance, a written acceptance indicating an agreement to be bound to all rights and obligations of Grantee as provided in this Ordinance.

\_\_\_.10 ASSIGNMENT. The Grantee, upon notice to the City of Grand Rapids, shall have the right and authority to assign all rights conferred upon Grantee by this franchise to any person. The assignee of such rights, by accepting such assignment, shall become subject to the terms and provisions of this franchise. Such assignment shall only be effective at such time as the assignee files with the City Clerk a written acceptance as required by Section 9 of this Ordinance.

\_\_\_.11 OPTION TO TERMINATE. If any portion of this franchise is found to be invalid for any reason whatsoever, the validity of the rest of this franchise shall not be affected. Provided, however, upon any provision of this franchise being found invalid, either City or Grantee shall have the option to terminate the franchise if said party's rights hereunder are substantially affected.

\_\_\_.12 DAMAGE TO DISTRIBUTION SYSTEM. If any person shall damage any part of the Grantee's gas distribution system or shall cause any weakening of the structural or lateral support thereof, such person shall immediately notify Grantee of the location, time of the occurrence, and the nature of the damage and Grantee shall take immediate action to protect persons and property in the vicinity of the damage.

\_\_\_.13 EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the Grantee.

Passed, adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2013 (Ordinance No. \_\_\_\_\_). Published on \_\_\_\_\_, 2013. Accepted and filed by the Grantee on \_\_\_\_\_, 2013.





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0020      **Version:** 1      **Name:** HRA Resignation  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Accept resignations of Jackie Dowell from the Housing & Redevelopment Authority and Trudy Hasbargen from Central School Commission and authorize staff to fill the vacancy.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Jackie Dowell - HRA Resignation](#)  
[Trudy Hasbargen - Central School Resignation](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Accept resignations of Jackie Dowell from the Housing & Redevelopment Authority and Trudy Hasbargen from Central School Commission and authorize staff to fill the vacancy.



816 N Pokegama Ave.  
Grand Rapids MN 55744  
December 27, 2012

Grand Rapids City Council

Jerry Culliton, Executive Director GR HRA

Barb Sanderson, Chairwoman GR HRA Commission

Please accept this communication as notice of my resignation from the Grand Rapids Housing and Redevelopment Authority Commission.

This was not an easy decision to make, but after much deliberation I have reached the conclusion I do not have the business and financial background to be an effective member of the Commission.

My brief time on the Commission has definitely raised my awareness of the responsibilities and scope of the HRA. I have been very impressed by the expertise and diligence of the current members.

My hope is that you may find another person to serve who is as knowledgeable and dedicated as those on the present Commission.

Sincerely,

Jacqueline Dowell

December 4, 2012

Attention: Mayor Adams

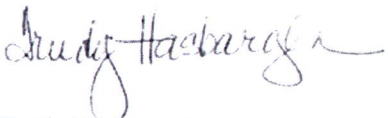
Grand Rapids City Council

Central School Commission

I would like to thank you for the opportunity to serve on the Central School Commission as the nonprofit representative. It has been a chance to learn more about the school's history and the people involved with the restoration of the building. I am excited about the future of the building and the possible new tenants.

Due to my work schedule at this time I do need to resign from my position on the commission as of December 31, 2012.

Thank you,

A handwritten signature in cursive script that reads "Trudy Hasbargen". The signature is written in black ink and is positioned above the printed name.

Trudy Hasbargen



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0022      **Version:** 1      **Name:** Central School rental agreement  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Approve Facility Rental Agreement between the City of Grand Rapids and Jeff Britten and Melanie Church for a wedding on January 26, 2013.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Central School - Church Wedding](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Approve Facility Rental Agreement between the City of Grand Rapids and Jeff Britten and Melanie Church for a wedding on January 26, 2013.

**Body**

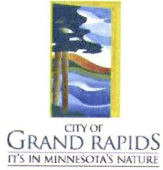
Mr. Britten and Ms. Church are requesting to host their wedding in the Central School building on January 26, 2013. Attorney Chad Sterle has reviewed request and drafted the attached agreement for your consideration.

**Requested Council Action**

Approve Facility Rental Agreement between the City of Grand Rapids and Jeff Britten and Melanie Church for a wedding on January 26, 2013.



Please wait...



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0023      **Version:** 1      **Name:** Temporary Liquor  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Approve temporary liquor license for Itasca County Historical Society for an event on February 28, 2013 at 201 North Pokegama Avenue.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [ICHS - February 28, 2013](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Approve temporary liquor license for Itasca County Historical Society for an event on February 28, 2013 at 201 North Pokegama Avenue.



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 County Historical Society</i>	<i>1948</i>	<i>26562</i>	
Address	City	State	Zip Code
<i>201 North Pokegama Ave</i>	<i>Grand Rapids</i>	<i>Minnesota</i>	<i>55744</i>
Name of person making application	Business phone	Home phone	
<i>Richard Lacher</i>	<i>218-326-6431</i>	<i>218-659-4511</i>	
Date(s) of event	Type of organization		
<i>Feb. 28, 2012</i>	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip
<i>X Leona Litchke</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.  
*201 North Pokegama Ave.*

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

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

APPROVAL

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

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

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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



Address any reply to: Federal Building and U. S. Court House, 316 North Robert Street, St. Paul, Minnesota 5510

Department of the Treasury

District Director  
Internal Revenue Service

Date: July 31, 1975  
In reply refer to: Mrs. Galou 612-725-7  
EO: 7204: MAG: km



► Itasca County Historical Society  
c/o H. Cyrus, Treasurer  
1001 First Avenue Northeast  
Grand Rapids, Minnesota 55744

Gentlemen:

In a letter dated August 24, 1972 your organization was granted exempt status under Section 501(c)(3) of the Internal Revenue Code. In that letter, you were not classified as to whether or not you qualified as a private foundation.

On the basis of Form 4653, Notification Concerning Foundation Status, which your organization submitted, you have now been classified as a public charity described in Section 509(a)(1) and Section 170(b)(1)(A)(vi) of the code, and, therefore, not a private foundation.

This classification is based on the assumption that your operation will continue as stated. All changes in your purposes, character, or method of operation must be reported to your District Director so that he can consider their effect on your status.

Very truly yours,

*C. D. Switzer*  
C. D. Switzer  
District Director

State of Minnesota  
Department of Revenue - Sales and Use Tax Division  
Centennial Office Building - St. Paul, Minnesota 55145

CERTIFICATE OF EXEMPT STATUS - EXEMPT ORGANIZATION

Under the provisions of Section 25, Subdivision 1 (p) of the Minnesota Sales and Use Tax Law, the organization whose name appears below is certified to be exempt from sales and use taxes applicable to purchases, rentals and leases of tangible personal property to be used solely and exclusively in the performance of charitable, religious or educational functions by that organization.

Itasca County Historical Society  
322 Tenth Avenue Northeast  
Grand Rapids, Minnesota 55744

Certificate No.
ES 26562
Date Issued
July 13, 1976

This certificate is valid until revoked by the Minnesota Department of Revenue.

ARTHUR C. ROEMER, Commissioner of Revenue  
By D. S. MundaHL  
D. S. MUNDAHL, Director  
Sales and Use Tax Division

The exemption does not apply to purchases of meals, lodging or tickets of admission

Minnesota ID # 6112173  
Fed ID # 41-0984222

Feb. 28, 2013

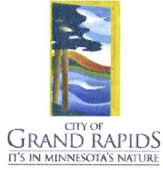
~~Oct. 17, 2013~~

~~Oct. 24, 2013~~









# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0028      **Version:** 1      **Name:** PT PW Maintenance Worker Extension  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/10/2013      **In control:** Public Works  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Consider extending Public Works part-time employee from January 1st through May 31, 2013.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Consider extending Public Works part-time employee from January 1st through May 31, 2013.

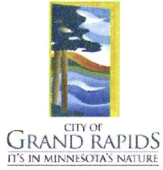
*Body*

**Background Information:**

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal and winter maintenance during the snow plowing season. Jace Luoma worked as a part-time employee throughout the summer maintenance season and his employment with Public Works was extended through December 2013. We would like to extend his employment from January 1, 2013 through 5-30-13. This is a budgeted item.

**Requested City Council Action:**

Approve the extending Public Works part-time employee Jace Luoma from January 1st through May 31,2013, snow removal season.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0030      **Version:** 1      **Name:** Board & Commission Minutes  
**Type:** Agenda Item      **Status:** Filed  
**File created:** 1/10/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Acknowledge minutes for Boards & Commissions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [November 14, 2012 Library Board](#)  
[November 14, 2012 PUC](#)  
[November 20, 2012 Golf Board minutes](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**

Acknowledge minutes for Boards & Commissions.

Grand Rapids Area Library Board  
Regular Meeting November 14, 2012

**Members present:** Dennis Jerome, Cheryl Stephens, Max Peters,  
Yankowiak, Shannon Benolken, Vicki Harding

John Soll, David

Members Absent: Abby Kuschel, Jemma Baker

Staff present: Marcia Anderson

The monthly board meeting was called to order at 5:00 pm by Dennis Jerome

**Agenda:** Shannon Benolken moved to approve the agenda; second by Cheryl Stephens. Motion passed unanimously

**Minutes:** Shannon Benolken moved to approve the minutes of the September board meeting, a second by Vicki Harding and motion passed unanimously.

**Communications:** Director Anderson reported that the library had received a letter from the Minnesota Foundation regarding the fund balance.

**Financial Report:**

Invoices due on or before November 14, 2012

Ameripride Linen & Apparel	34.60
Arrowhead Library System	39.23
Baker & Taylor, Inc.	2,488.86
Blue Cross/Blue Shield of MN	7,559.00
Busy Bees Cleaning	1,700.00
CDW Government	1,415.82
Delta Dental of Minnesota	228.15
Fidelity Security Life Ins.	11.27
Filthy Clean	495.00
Gale	420.00
Grand Rapids City	7,500.00
Grand Rapids City Payroll	51,325.57
Bonnie Henriksen	39.61
Itasca Area Schools	4,510.00
Lexis Nexis	129.24
Lincoln National Life	90.70
Minnesota Energy Resources	18.90
Minnesota Sales & Use Tax	36.18
Morning Glory B & B	170.00
Nextera Communications	94.14
Nicollet Cty. Historical Soc.	300.00
Northern Business Products, Inc.	55.79
Paul Bunyan Communications	249.17
Personnel Dynamics	236.99
Pizza Works	11.99
P.U.C.	3,387.90



Michael Russell	610.00
Showcases	136.02
SIM Supply	370.58
Unique Mgmt Services	1,038.20
Verizon Wireless	229.49
Village Book Store	280.01
Waste Management	116.52
Xerox Corp.	54.02
Ellen Sandbeck	250.00
Don Breneman	100.00
John Hayes	300.00
Arn Kind	890.00

TOTAL \$ 86,923.55

Motion was made by Max Peters to approve the financial report, a second by John Soll. Roll call vote was approved unanimously

**Staff Report:** Director Anderson updated the board on the energy project and various educational programs and answered related questions. She also reported on donations, library traffic, etc.

**Old Business:** None to report

**New Business: Consent Agenda**

1. Approve contracts
  - a. Hayes Nov. 15 Civil War \$300
  - b. Kind Dec. 8 Civil War \$890
  - c. Drabczek (City of Coon Rapids) Jan. 17, mileage and lodging
  - d. Ash Feb. 12 Hearts and Chocolate \$150 & lodging
  - e. Munger Jan. 8 Balancing Writing & Work \$100
2. Approve Resolutions 2012-10 and 2012-11 accepting donations:

Resolution 2012-10

\$ 20	Leonard & Elaine Wilson	Books in memory of William & Patricia Cromell
\$ 10	Judd & Jeanne Watson	In memory of William & Patricia Cromell
\$ 20	Debra Bruns	In memory of William & Patricia Cromell
\$ 5	Olaf & Alice Grimsbo	In memory of William & Patricia Cromell
\$ 15	Ruth Sejnoha	In memory of William & Patricia Cromell
\$150	Human Rights Commission	Partial honorarium for Treuer program
\$ 25	Stephen Mehlberg	Undesignated
\$ 50	Grand Rapids State Bank	In memory of Cynthia Driscoll /Energy Project
\$ 50	John & Gina Hawkinson	I In memory of Cynthia Driscoll/ Energy Project
\$ 20	James & Margaret Weyrens	In memory of Cynthia Driscoll/ Energy Project
\$100	John & Emilie Zasada	In memory of Cynthia Driscoll/ Energy Project
\$ 50	Anne Dodge Simpson	In memory of Cynthia Driscoll/ Energy Project
\$ 25	Kathryn Jensen & Robert Bloecher	In memory of Cynthia Driscoll/ Energy Project
\$ 25	Charlotte & Peter McDermott II	In memory of Cynthia Driscoll/ Energy Project
\$ 50	Gerald & Ann Graf	In memory of Cynthia Driscoll/ Energy Project
\$ 50	Bob & Peg Schwob	In memory of Cynthia Driscoll/ Energy Project

\$ 25	Loree Miltich	In memory of Cynthia Driscoll/ Energy Project
\$ 25	Ann Clark & Michael McGinnis	In memory of Cynthia Driscoll/ Energy Project
\$100	Robert & Karen Hoyle	In memory of Cynthia Driscoll/ Energy Project
\$100	Ken & Barbara Sanderson	In memory of Cynthia Driscoll/ Energy Project
\$ 50	James Marshall	In memory of Cynthia Driscoll/Energy Project
\$100	Laurie Jacobi	In memory of Cynthia Driscoll/Energy Project
\$500	Thomas Brackett	In memory of Cynthia Driscoll/Energy Project
\$ 50	Lee Jess D.D.S.	In memory of Cynthia Driscoll/Energy Project
\$100	Todd Driscoll	In memory of Vivian Trbojevich Energy Project

Resolution 2012-11

\$200	John & Mary Anne Morefield	In memory of Cynthia Driscoll/Energy Project
\$50	Caroline Bailon	In memory of Cynthia Driscoll/Energy Project
\$35	Anne C. Phillips	In memory of Cynthia Driscoll/Energy Project
\$20	Joan Huge Beech	In memory of Cynthia Driscoll/Energy Project
\$20	Robert & Carolyn Rabey	In memory of Cynthia Driscoll/Energy Project
\$40	Margaret Fahlman	In memory of Cynthia Driscoll/Energy Project
\$5	Deb DeGrio	In memory of Cynthia Driscoll/Energy Project
\$20	Ross & Margaret Cass	In memory of Cynthia Driscoll/Energy Project
\$20	Jeff & Joni Wartchow	In memory of Cynthia Driscoll/Energy Project
\$100	Deborah T. Hunt	In memory of Cynthia Driscoll/Energy Project
\$25	Philip & Patricia Anderson	In memory of Cynthia Driscoll/Energy Project
\$150	Book Wolves	Books in memory of Cynthia Driscoll
\$50	David Brum	Bicycling Times Magazine (3 years)
\$50	GWFC/North Star Women's Club	Books in memory of Agnes Lander
\$25	John Klosterman & Laura Christie	In memory of Hellen Sheer
	Grand Rapids Area Library Foundation	2 Young Explorers IBM computer stations

A motion was made by Shannon Benolken to approve the consent agenda; a second was made by Cheryl Stephens. Roll call vote was approved by all present.

**Regular Agenda:**

Discussion was held regarding the wording of the resolution concerning the requirement to maintain a minimum cash flow requirement for fund balances. Director Anderson will get clarification and report back to the board at the next meeting. A motion was made by John Soll and seconded by Max peters to table the adoption of resolution 2012-12. Roll call vote was passed by all present.

Dave Yankowiak made a motion to adopt Resolution 2012-13 concerning the scheduled holidays in 2013. Vicki Harding seconded and the motion passed unanimously.

Dennis Jerome adjourned the meeting at 5:45 pm.

Next meeting will be December 12, 2012 at 5:00 pm.

Respectfully submitted

Jeff Wartchow



A regular meeting of the Grand Rapids Public Utilities Commission was held on November 14, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

Members Present: President Welliver, Secretary Hodgson, Commissioner Adams, Commissioner Johnson.

Members Absent: Commissioner Chandler.

Others Present: General Manager Ward, Finance Manager Betts, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Attorney Bengtson, Roger Hoyum of JDI Contracts, Inc.

Motion by Hodgson to approve the minutes of the October 17, 2012 regular meeting. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the October 2012 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Johnson to approve the City Treasurer's Report and Investment Activity Report for October 2012. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver acknowledged public forum. None present.

Commission Member Reports: Commissioner Adams requested, on behalf of the City of Grand Rapids, the Commission's consideration to investigate the possibility of using Conservation Improvement Program funds in the amount of \$3,000.00 to sponsor a City event-Hockey Day in Minnesota. Management staff will request a ruling on this item from the Department of Energy and report back to the Commission.

Administration:

Motion by Adams to approve modifying the Purchase Power Adjustment calculation to include the increase in the wholesale cost of electricity due to increases in the MISO Schedule 1 charges greater than the base charge of \$ .00065. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to award a contract for service to Dave Berg, LLC, to conduct an Electric Cost of Service Rate Development Study and Electric Line Extension Policy Review at a cost of \$16,900.00 plus estimated expenses of \$900.00. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.



Motion by Johnson to approve ratification of the 2013-2015 Collective Bargaining Agreement between the GRPUC and AFSCME Local 3456 as presented. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Johnson to approve a request to close the office on Friday, November 23, 2012, the day after Thanksgiving Day, and allow the employees to use Paid Time Off (PTO) or take the day off without pay. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

Finance Manager Betts reviewed the October 2012 Operations Report with the Commission.

President Welliver acknowledged the addition of the following agenda items:

- 8. b.-Consider a request to increase the storm water billing fee to \$2,200.00 per month.
- 8. c.-Consider request to waive the bond requirement and issue duplicate checks.

Motion by Johnson to authorize an increase to the storm water billing fee to \$2,200.00 per month, effective January 1, 2013. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to waive the bond requirement and issue duplicate checks for the attached list of three checks in the total amount of \$1,615.93. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Electric Department:

Engineering Consultant Hoyum reviewed the October 2012 Operations Report with the Commission.

Wastewater Treatment Facility Operations:

Manager Ackerman reviewed the October 2012 Operations Report with the Commission.

Motion by Johnson to authorize the advertisement for bids for the 2013 Sludge Landfill Contract A: Sludge Placement and Contract B: Leachate Collection/Transport/Discharge. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection/Safety:

Water/Wastewater Collection/Safety Manager Doyle reviewed the October 2012 Operations Report with the Commission.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month.

GRPUC Discussion/Correspondence: No items.

Change Orders:

Motion by Adams to approve Change Order #3 from Hammerlund Construction, Inc. for the Sludge Landfill Phase 8 Construction in the amount of \$8,498.27 for extra work to repair the HDPE liner that was damaged by heavy rainfall on June 20, 2012. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Claims for Payment:

Motion by Hodgson to approve Pay Request # 6-Final in the amount of \$13,498.27 from Hammerlund Construction, Inc. for the Sludge Landfill Phase 8 Construction. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Johnson to approve Pay Request #1 in the amount of \$269,313.84 from Casper Construction, Inc. for the Industrial Force Main Replacement-Segment A. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to approve Pay Request #2 in the amount of \$ 279,352.25 from Utility Systems of America, Inc. for the Lift Station #1 Improvements. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to approve a claim for payment in the amount of \$1,421.26 from Northern Business Products for various office supplies. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Adams and Hodgson; Against: None; Abstained: Johnson, whereby the motion was declared duly passed and adopted.

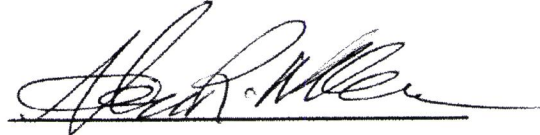
Motion by Johnson to authorize the verified claims for payment in the amount of



\$1,599,153.28 (\$1,210,101.18 computer checks and \$389,052.10 manual checks) per attached lists. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Johnson; Against: None, whereby the motion was declared duly passed and adopted.

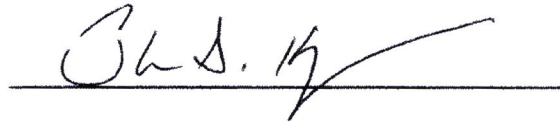
The next regular Commission meeting is Wednesday, November 14, 2012 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

Upon a motion duly made and seconded, the meeting was adjourned at 5:00 PM.



Stephen R. Welliver, President

Attest:



Glen D. Hodgson, Secretary



GRAND RAPIDS  
PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE  
OCTOBER 2012

NAME	AMOUNT	NAME	AMOUNT
Jim Ackerman	138.20	Lano, O'toole, Bengston	1,088.00
AE2S	4,304.49	Anne Lewis	450.00
Alcola Solutions	20,827.80	Minnesota Municipal Utilities	5,909.75
American Public Power Assoc.	7,325.46	Minnesota Office of Ent Tech	36.00
AmeriPride Services	140.86	Minnesota Power	773,254.00
Anderson Glass Company	547.43	Minnesota Power	13,327.00
Arrow Embroidery	160.31	Nelson Roofing	1,721.35
John Aultman	32.74	Neo Solutions	33,006.14
Autumn Creek Consulting	2,850.10	Nextera	816.71
Jason Blanchard	104.99	North American Salt Co	2,246.69
Border States	3,701.22	Northern Dewatering Inc	5,764.84
Burggrafs Ace Hardware	247.88	Northern Drug Screening	148.00
Call Net	995.00	Northern Lights Land Surveying	150.00
Casper Construction	1,059.81	Northeast Technical Services	1,540.81
Citi Lites	7,769.00	Nuch's in the Corner	191.68
City of Grand Rapids	3,042.63	Pace Analytical	430.69
The Clean Advantage	1,926.96	Parkson	3,848.05
Cogsdale	3,571.25	Personnel Dynamics LLC	332.80
Cole Hardware	454.32	Pipeline Supply	2.23
Con-Way	191.06	Polydyne Inc	48,855.34
Davis Oil	1,687.41	Public Utilities Commission	2,736.45
Deer River Hired Hands	8.00	R K Hillman	228.00
Door Service Inc	95.00	Radtke Trucking	15,260.32
Dennis Doyle	145.97	Rapids Printing	456.86
Edwards Oil - Lucky 7	179.74	Rapids Process Equipment	32,073.16
EMC Insurance Companies	80.00	Red Rock Radio	880.00
Era Laboratories	525.00	Resco Electric Supply	1,975.48
Energy Management Solutions	2,592.50	River Road Market	2,925.92
Express Services Inc	1,344.06	Riverwood Offices	589.82
Eye Care Clinic	118.00	Sandstroms	450.07
Fashion to Fit	18.70	Showboat	220.00
Ferguson Enterprises	852.85	Siemens	15,039.85
Figgins Truck & Trailer	41.75	Silvertip Signs & Design	496.97
Gopher State One-Call	925.10	St Louis MRO Inc	20.00
Grainger	143.32	T & R Electric	80.15
Grand Rapids Gymnastics	116.00	Titan Energy	1,688.25
Grand Rapids Herald Review	83.50	Treasure Bay Printing	688.07
Great Northern Services	1,766.83	USA Bluebook	400.29
Harcros Chemicals	10,516.50	Viking Electric Supply	689.12
Hawkins Inc	6,074.32	YMCA	3,900.00
Hawkinson Construction	15,990.00	WP & RS Mars	390.90
HD Waterworks	1,081.17	Waste Management	1,652.38
Bob Howendobler	1,457.50	Wells Fargo	385.33
Hydro Klean	5,141.76	Wenck Associates	9,624.40
Industrial Fluid Tech	1,014.77	Wesco	24,058.61
Itasca Computer Resources	2,352.01	Wisconsin Energy Conserv Corp	571.05
Itasca County Environmental	47.60	Xerox	163.07
Itasca County Treasurer	2,847.55	Xylem	47,982.78
Itasca Utilities Inc	8,447.40	Zee Medical Service	144.45
Itron	1,832.08		
JDI Contracts Inc	11,471.35	Total	1,210,101.18
Johnson Killen & Seiler	712.00		
Kootasca	11,235.00	Northern Business Products	1,421.26
KOZY	816.00		
L & M Supply	57.10		

\* \* \* GRAND RAPIDS PUBLIC UTILITIES \* \* \*  
 ACCOUNTS PAYABLE CHECK REGISTER 10/31/2012  
 WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R	Check Amount
MANUAL CHECKS				
2190	10/31/2012	1613	DELTA DENTAL OF MINNESOTA	3,542.00
2191	10/02/2012	1611	SELECTACCOUNT	238.33
2192	10/05/2012	700	MINNESOTA DEPT OF REVENUE	3,592.34
2193	10/05/2012	1232	WELLS FARGO BANK	19,629.34
2194	10/05/2012	1734	ING INSTITUTIONAL PLAN SERVICES LLC	6,331.46
2195	10/05/2012	458	PUBLIC EMPLOYRES RETIREMENT ASSOCIATION	11,910.57
2196	10/05/2012	1612	SELECTACCOUNT	2,460.88
2197	10/02/2012	1612	SELECTACCOUNT	2,137.50
2198	10/12/2012	67	BLUE CROSS BLUE SHIELD	51,457.52
2199	10/03/2012	1611	SELECTACCOUNT	193.50
2200	10/16/2012	700	MINNESOTA DEPT OF REVENUE	323.69
2201	10/16/2012	1232	WELLS FARGO BANK	1,294.76
2202	10/19/2012	890	MINNESOTA DEPARTMENT OF REVENUE	63,882.00
2203	10/19/2012	700	MINNESOTA DEPT OF REVENUE	3,836.00
2204	10/19/2012	1232	WELLS FARGO BANK	20,910.72
2205	10/19/2012	1734	ING INSTITUTIONAL PLAN SERVICES LLC	6,456.13
2206	10/19/2012	458	PUBLIC EMPLOYERS RETIREMENT ASSOCIATION	12,436.66
2207	10/26/2012	700	MINNESOTA DEPT OF REVENUE	170.16
2208	10/26/2012	1232	WELLS FARGO BANK	1,079.64
2209	10/26/2012	458	PUBLIC EMPLOYRES RETIREMENT ASSOCIATION	405.00
2210	10/26/2012	1734	ING INSTITUTIONAL PLAN SERVICES LLC	180.00
2211	10/09/2012	1611	SELECTACCOUNT	296.83
2212	10/18/2012	1611	SELECTACCOUNT	107.75
2213	10/23/2012	1612	SELECTACCOUNT	2,460.88
2214	10/31/2012	1734	ING INSTITUTIONAL PLAN SERVICES LLC	1,545.57
2215	10/29/2012	1611	SELECTACCOUNT	371.90
2216	10/31/2012	67	BLUE CROSS BLUE SHIELD	50,317.52
62006	10/02/2012	570	U S POST OFFICE	735.35
62007	10/03/2012		HUNTLEY, LARKE	4,256.14
62011	10/05/2012	1873	GRAND RAPIDS AREA COMMUNITY FOUNDATION	438.90
62012	10/05/2012	1572	MINNESOTA ENERGY RESOURCES CORP	14.26
62013	10/05/2012	1835	VERIZON WIRELESS	241.51
62014	10/09/2012	570	U S POST OFFICE	647.63
62015	10/12/2012	1907	JONES, VERN	500.00
62016	10/19/2012	921	UNITED PARCEL SERVICE	17.18
62017	10/15/2012		CALLAHAN, DENNIS	107.94
62018	10/15/2012		MATISON, KRISTA	18.88
62019	10/16/2012	1898	ROSS, STRPHANIE	375.00
62020	10/18/2012		LITTLE RIVER DEVELOPMENT	28.48
62021	10/19/2012	570	U S POST OFFICE	544.45
62147	10/22/2012		WAGNER, ROBERT	35.33
62148	10/22/2012		HOUSING & REDEVELOPMENT OF GR RAPIDS	58.99
62149	10/22/2012		NELSON, CHARMAYNE	32.49
62150	10/22/2012		VORONYAK BUILDERS INC	13.18
62151	10/26/2012	570	U S POST OFFICE	727.01
62152	10/26/2012	1572	MINNESOTA ENERGY RESOURCES CORP	33.88

\* \* \* GRAND RAPIDS PUBLIC UTILITIES \* \* \*  
 ACCOUNTS PAYABLE CHECK REGISTER 10/31/2012  
 WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R	Check Amount
62153	10/26/2012	12	ACKERMAN, JAMES	202.58
62154	10/26/2012	921	UNITED PARCEL SERVICE	106.70
62155	10/26/2012	1585	STANDARD INSURANCE COMPANY	926.90
62156	10/26/2012	234	HAMMERLUND CONSTRUCTION	75,782.73 *
62157	10/29/2012	374	MINNESOTA POLLUTION CONTROL AGENCY	1,240.00
62159	10/31/2012	100	CITY OF GRAND RAPIDS	68,583.33
62160	10/31/2012	100	CITY OF GRAND RAPIDS	41,597.34
				<hr/>
Manual Checks Previously approved 10/17/12				75,782.73 *
Manual Checks to be approved				<u>389,052.10</u>
Total				464,834.83



GRAND RAPIDS GOLF COURSE BOARD  
REGULAR MONTHLY MEETING  
November 20, 2012  
7:30 AM

Present: Pat Pollard, Jeff Ericson, Steve Forneris, Larry O'Brien, Kelly Hain

Absent: None

Staff: Bob Cahill – Director of Golf  
Steve Ross – Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Jeff Ericson made a motion to accept the minutes of the October 16, 2012 Board meeting. Steve Forneris seconded the motion. The motion passed.
- III. Consideration of monthly bills: Steve Forneris made a motion to approve the bill list. Jeff Ericson seconded the motion. The motion passed.

BLUE CROSS & BLUE SHIELD OF MN	2,405.00
ROBERT CAHILL	390.80
CITY OF COHASSET	159.58
COLE HARDWARE INC	77.37
DELTA DENTAL OF MINNESOTA	106.40
EDWARDS OIL INC	1,636.64
GARTNER REFRIGERATION CO	550.00
CITY OF GRAND RAPIDS	13,375.00
GRAND RAPIDS CITY PAYROLL	23,123.04
GRAND RAPIDS STATE BANK	1,061.16
HAMMERLUND CONSTRUCTION INC	13,250.00
L&M SUPPLY	488.72
MN DEPT OF NAT'L RESOURCES	344.00
MINNESOTA SALES & USE TAX	3,014.92
MINNESOTA WOMEN'S GOLF ASSOC	50.00
NEXTERA COMMUNICATIONS LLC	2.16
NORD AUTO PARTS	16.88
PACE ANALYTICAL	93.50
P.U.C.	1,454.95
NORTHERN MN WATER COND DBA	58.74
WILLIAM J SCHWARTZ & SON'S	347.50
STERLE LAW OFFICE	195.00
STOKES PRINTING COMPANY	17.31
TDS METROCOM	233.70
VERIZON WIRELESS	35.24
VISA	372.64
WASTE MANAGEMENT	254.33

TOTAL ALL VENDORS: 63,114.58

- IV. Visitors: Debby Vergin
- V. Grounds Superintendent: Steve Ross reported. All preparations for winter relating to the grounds have been completed.
- VI. Concessions: No report.

- VII. Director of Golf: Bob Cahill reported. The financial report for the year was basically on budget with the exception of the cost to repair the damage done by the storm to the walkway and retaining wall. This cost was not anticipated and was \$13,250.00. The work has now been completed and has been paid for. A considerable amount of time was spent discussing the on-course bathroom situation. The existing bathrooms between hole #2 and #3, and the bathrooms between #5 and #14 are clearly in need of significant repair or replacement. The existing bathrooms are hard to maintain, keep clean, and often are quite smelly. They are definitely not up to standards consistent with the rest of the golf course. The general consensus of the Board is that one pair of toilets would suffice and that either one of the existing locations will be considered or new bathrooms could be placed near the start of hole #5 and #14. Currently three scenarios are being considered. Significant remodeling of the existing bathrooms (one or two sites) would be done and would include waterless, chemically treated toilets. Building a single complete new structure with waterless, chemically treated toilets. Building a single complete new structure with regular flush toilets, running water, and a septic system. Preliminary cost estimates range from \$25,000 to \$50,000. The women's golf association has indicated a willingness to provide significant funding toward this project if they have input into the final product. Planning, fund raising, and construction may take up to two years.
- VIII. Old Business: None
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: Kelly Hain made a motion to adjourn the meeting. Steve Forneris seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien  
Recording Secretary



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 13-0025      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Filed  
**File created:** 1/9/2013      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Shawn Gillen - Administration Department

**Sponsors:**

**Indexes:**

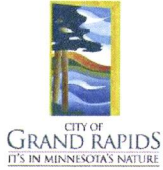
**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

**Title**  
Shawn Gillen - Administration Department





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0793      **Version:** 1      **Name:** Appointment of Jeffrey Ingle to Firefighter position and Anthony (Tony) Clifton and Nathan Morlan to Firefighter Trainee positions.

**Type:** Agenda Item      **Status:** Passed

**File created:** 12/27/2012      **In control:** Administration

**On agenda:** 1/14/2013      **Final action:** 1/14/2013

**Title:** Appointment of Jeffrey Ingle to Firefighter position and Anthony (Tony) Clifton and Nathan Morlan to Firefighter Trainee positions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Appointment of Jeffrey Ingle to Firefighter position and Anthony (Tony) Clifton and Nathan Morlan to Firefighter Trainee positions.

*Body*

**Background Information:**

With the retirement of Tim Adler on November 1, 2012, there is a vacancy for a Firefighter. At the December 17, 2012 City Council meeting, the Council established an eligibility list of potential firefighters. Fire Chief Steve Flaherty has reviewed the list of candidates and would like to recommend Jeff Ingle to the position of Firefighter effective January 15, 2013.

Jeffrey was a member of the GRFD from 2000-2004, having to resign when his family moved. He has since relocated back into the City limits and is looking forward to returning to the Fire Department. Jeff is a graduate from Nashwauk-Keewatin High School and attended Hibbing Community College and Mesabi Range Technical College. He has been employed with Blandin Paper Company as a Raw Materials Helper since 1994.

Also, there is an opportunity to have up to four Firefighter Trainees on the Department. At this time, Chief Flaherty is recommending appointing Tony Clifton and Nathan Morlan to the position of Firefighter Trainee effective January 15, 2013.

Tony is a graduate from Grand Rapids High School and has a Bachelors degree in International Business from Saint Mary's University of Minnesota. Tony is currently employed with the City of Grand Rapids as the Recreation Program Coordinator.

Nathan is graduate of Central High School in Crookston, Minnesota and attended Moorhead Tech. He is currently employed with the City of Grand Rapids as the Building/Fire Inspector. Nathan has been a Firefighter/First Responder sine 2008 where he worked for Crookston Firefighters Association followed by the Town of Maine Fire Department in Merrill, Wisconsin.

**Staff Recommendation:**

**Requested City Council Action**

Consider appointing Jeff Ingle to the vacant Firefighter position and Tony Clifton and Nathan Morlan to the position of Firefighter Trainee effective January 15, 2013 at the current rate of \$16.5716 per hour.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0800      **Version:** 1      **Name:** Reorganization and reclassification of City staff.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 12/31/2012      **In control:** Administration  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Reorganization and reclassification of City staff.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Notice of Layoff - Civil Service Commission](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Reorganization and reclassification of City staff.

*Body*

**Background Information:**

The City of Grand Rapids will no longer be providing dispatch services; Itasca County will be providing all such services, effective January 1, 2013 for financial and efficiency reasons and the lack of need for the City to provide these services 40 hours per week, among other reasons. As a result, the Dispatcher position can be eliminated and the Police Department would be better served by creating a Transcriptionist position.

We would also like to centralize the purchasing order system, which would require us to relocate an Administrative Assistant from the Recreation Department to Administration/Finance.

And finally, based on the results of the Compensation Study, we are recommending reclassifying three Clerical Union positions from Class 3 to Class 4.

**Staff Recommendation:**

We are recommending the following changes:

1. Lay off of Barbara Gunderson from her position as Dispatcher effective February 1, 2013.
2. Job titles be changed effective January 1, 2013:
  - A. Administrative Assistant (Recreation) to Administrative Assistant; and
  - B. Concession Manager/Office Assistant (Civic Center) to Concession Manager/Administrative Assistant.
3. Relocate Michele Palkki from the Recreation Department to the Administration Department effective January 1, 2013.
4. Reclassify the following positions from Class 3 to Class 4 effective January 1, 2013:
  - A. Concession Manager/Administrative Assistant;
  - B. City Clerk; and
  - C. Recreation Program Coordinator.
5. Establish a new position, Transcriptionist, effective January 1, 2013 and:
  - A. Post the position internally and externally effective January 15, 2013; and
  - B. the hire date would be effective on or about March 11, 2013.

**Requested City Council Action**

Consider approving the reorganization as recommended effective January 1, 2013.







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

GRAND RAPIDS POLICE DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

January 8, 2013

To: City of Grand Rapids  
420 N. Pokegama Ave  
Grand Rapids, MN 55744

From: Grand Rapids Civil Service Commission  
420 N. Pokegama Ave  
Grand Rapids, MN 55744

Ref: Employment Layoff

To Whom It May Concern:

Barbra Gunderson, Dispatcher with the City of Grand Rapids and its Police Department will be laid off from employment with the City of Grand Rapids, effective February 1, 2013, pending City Council Approval.

Sincerely,

David Wigfield  
Chair, Grand Rapids Civil Service Commission



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 13-0027      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/10/2013      **In control:** Finance  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Consider approving the verified claims for the period December 11, 2012 to January 7, 2013 in the total amount of \$527,608.37.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [01/14/2013 BILL LIST.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Consider approving the verified claims for the period December 11, 2012 to January 7, 2013 in the total amount of \$527,608.37.

**Requested City Council Action**

Consider approving the verified claims for the period December 11, 2012 to January 7, 2013 in the total amount of \$527,608.37.



COUNCIL BILL LIST - JANUARY 14, 2013

DATE: 01/10/2013  
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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/14/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0315455	COLE HARDWARE INC	17.09
0718015	GRAND RAPIDS CITY PAYROLL	48.40
1309098	MINNESOTA DEPT OF ADMN	105.30
TOTAL CITY WIDE		170.79
SPECIAL PROJECTS-NON BUDGETED		
0920050	ITASCA COUNTY HISTORICAL	1,980.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		1,980.00
SPECIAL PROJECTS-BUDGETED		
0920113	ITASCA SKI & OUTING CLUB	15,000.00
TOTAL SPECIAL PROJECTS-BUDGETED		15,000.00
ADMINISTRATION		
0300200	CDW GOVERNMENT INC	2,342.60
0718060	GRAND RAPIDS NEWSPAPERS INC	723.15
0900051	ICMA	776.00
1415377	NORTHERN BUSINESS PRODUCTS INC	95.25
1506265	NORTHERN OFFICE OUTFITTER INC	241.52
1920240	STERLE LAW OFFICE	1,495.00
TOTAL ADMINISTRATION		5,673.52
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	49.66
0221650	BURGGRAF'S ACE HARDWARE INC	11.18
0315455	COLE HARDWARE INC	32.55
0701650	GARTNER REFRIGERATION CO	524.64
0920060	ITASCA COUNTY TREASURER	1,350.61
1401650	NARDINI FIRE EQUIPMENT CO. INC	1,217.57
1801610	RAPIDS PLUMBING & HEATING INC	1,996.00
1909510	SIM SUPPLY INC	214.92
2018680	TRU NORTH ELECTRIC LLC	921.77
TOTAL BUILDING MAINTENANCE-CITY HALL		6,318.90
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS NEWSPAPERS INC	92.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/14/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
COMMUNITY DEVELOPMENT		
1415377	NORTHERN BUSINESS PRODUCTS INC	13.87
TOTAL COMMUNITY DEVELOPMENT		105.87
COUNCIL/COMMISSION/BOARDS		
0100700	ASPA	125.00
0315105	COALITION OF GREATER MN CITIES	14,392.00
0920060	ITASCA COUNTY TREASURER	1,101.61
1205090	LEAGUE OF MINNESOTA CITIES	8,957.00
1309275	MINNESOTA MAYOR'S ASSOCIATION	30.00
1401232	NPELRA	150.00
1801500	RAMS	950.00
TOTAL COUNCIL/COMMISSION/BOARDS		25,705.61
ENGINEERING		
0920055	ITASCA COUNTY RECORDER	46.00
1900225	SEH-RCM	3,510.00
TOTAL ENGINEERING		3,556.00
FINANCE		
0801661	HARRIS	19,237.39
1415377	NORTHERN BUSINESS PRODUCTS INC	33.31
1805230	REESE RUBBER STAMP COMPANY	18.86
TOTAL FINANCE		19,289.56
FIRE		
0103325	ACHESON TIRE COMPANY INC	32.06
0118661	ARROWHEAD REGIONAL FIRE FIGHTR	65.00
0121721	AUTO VALUE - GRAND RAPIDS	51.01
0221650	BURGGRAF'S ACE HARDWARE INC	1,607.20
0312110	CLAREY'S SAFETY EQUIPMENT INC	24.57
0312750	CLUSIAU SALES	1,052.35
0401804	DAVIS OIL	347.29
0609646	FIRE EQUIPMENT SPECIALTIES INC	301.94
0718060	GRAND RAPIDS NEWSPAPERS INC	241.40
0801835	HAWKINSON REDI-MIX	158.59
0900085	IPMA ~ HR	309.50
0914716	INT'L ASSOC OF FIRE CHIEFS	204.00
1200500	L&M SUPPLY	1,494.89

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CITY OF GRAND RAPIDS  
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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
1301168	MARKETPLACE FOODS	49.77
1305199	METRO FIRE	8,009.63
1305211	MESABI RANGE CC/CT	200.00
1309180	MN STATE FIRE CHIEFS ASSOC	270.00
1309336	MN STATE FIRE DEPT ASSOCIATION	360.00
1315730	MOTOROLA INC	237.21
1415377	NORTHERN BUSINESS PRODUCTS INC	398.76
1801610	RAPIDS PLUMBING & HEATING INC	97.00
1920555	STOKES PRINTING COMPANY	13.34
2209421	VIKING ELECTRIC SUPPLY INC	1,556.31
2300600	W.P. & R.S. MARS COMPANY	437.06
	TOTAL FIRE	17,518.88
INFORMATION TECHNOLOGY		
1309098	MINNESOTA DEPT OF ADMN	299.70
	TOTAL INFORMATION TECHNOLOGY	299.70
PUBLIC WORKS		
0100046	ASV, INC.	6.58
0103325	ACHESON TIRE COMPANY INC	122.91
0112450	ALL FLAGS LLC	184.59
0114203	ANDERSON LUBRICANTS INC	465.32
0121721	AUTO VALUE - GRAND RAPIDS	571.08
0121725	AUTOMOTIVE ELECTRIC SERVICE	177.37
0221650	BURGGRAF'S ACE HARDWARE INC	41.61
0301655	CARGILL INCORPORATED	8,952.14
0301685	CARQUEST AUTO PARTS	215.07
0315455	COLE HARDWARE INC	241.89
0315481	COMMERCIAL ASPHALT REPAIR LLC	2,650.00
0401804	DAVIS OIL	3,303.32
0409730	DIVERSIFIED INSPECTIONS, INC.	384.00
0501650	EARL F ANDERSEN	371.49
0514802	ENVIROTECH SERVICES INC	5,774.03
0718215	GREEN AGAIN LAWN & AERATION	4,510.00
0800040	H & L MESABI	2,654.78
0920020	ITASCA COMMUNITY COLLEGE	165.59
1200500	L&M SUPPLY	112.02
1201530	LANGE'S NURSERY & LANDSCAPING	225.00
1309355	MINNESOTA TORO	1,406.90
1415030	NORD AUTO PARTS	532.13
1415535	NORTHLAND MACHINES	31.31
1415536	NORTHLAND HYDRAULIC SERVICE	541.33



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INVOICES DUE ON/BEFORE 01/14/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1415640	NORTRAX EQUIPMENT COMPANY	421.62
1421155	NUCH'S IN THE CORNER	534.30
1609550	PIONEER ELECTRIC, INC	1,041.75
1612045	PLAGEMANN'S LANDSCAPING	372.99
1615650	PORTABLE JOHN	255.68
1621125	PUBLIC UTILITIES COMMISSION	4,144.29
1801595	RAPIDS HYDRAULIC & MACHINE INC	62.70
1920240	STERLE LAW OFFICE	422.50
2018560	TROUT ENTERPRISES INC	1,716.80
2021650	TURF AND TREE INC	1,750.00
2300600	W.P. & R.S. MARS COMPANY	300.89
2305453	WESCO RECEIVABLE CORP	511.72
2605225	ZEE SERVICE COMPANY	71.50
TOTAL PUBLIC WORKS		45,247.20
FLEET MAINTENANCE		
0100030	ABM EQUIPMENT & SUPPLY INC	268.10
0103325	ACHESON TIRE COMPANY INC	1,323.88
0121721	AUTO VALUE - GRAND RAPIDS	291.13
0301685	CARQUEST AUTO PARTS	490.06
0315455	COLE HARDWARE INC	123.34
0409730	DIVERSIFIED INSPECTIONS, INC.	552.00
1201850	LAWSON PRODUCTS INC	786.26
1415030	NORD AUTO PARTS	35.84
1415484	NORTHERN LIGHTS TRUCK	78.94
1801615	RAPIDS WELDING SUPPLY INC	62.90
2300600	W.P. & R.S. MARS COMPANY	27.06
TOTAL FLEET MAINTENANCE		4,039.51
POLICE		
0103325	ACHESON TIRE COMPANY INC	540.36
0121721	AUTO VALUE - GRAND RAPIDS	0.00
0205725	BETZ EXTINGUISHER COMPANY	45.00
0221650	BURGGRAF'S ACE HARDWARE INC	69.44
0301685	CARQUEST AUTO PARTS	487.14
0312750	CLUSIAU SALES	102.65
0409501	DIMICH LAW OFFICE	5,250.00
0701480	GALLS, AN ARAMARK COMPANY LLC	196.29
1205810	LEXIPOL LLC	2,650.00
1301025	MAKI BODY & GLASS	906.14
1309098	MINNESOTA DEPT OF ADMN	65.00
1309149	MN CHIEFS OF POLICE ASSOC	290.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/14/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
1309167	MN BUREAU OF CRIMINAL	390.00
1401650	NARDINI FIRE EQUIPMENT CO. INC	266.25
1415362	NORTHEAST LAW ENFORCEMENT	75.00
1605665	PERSONNEL DYNAMICS, LLC	1,067.63
1801570	RAPIDS AUTO WASH	135.50
1801609	RAPIDS TOWING	1,350.50
1801613	RAPIDS PRINTING	348.04
1920233	STREICHER'S INC	8.54
1920555	STOKES PRINTING COMPANY	37.58
2000400	T J TOWING	730.00
2114345	UNIFORMS UNLIMITED	445.27
T000684	MID STATES ORGANIZED CRIME	150.00
TOTAL POLICE		15,606.33
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE INC	2.89
1309315	MINNESOTA REC & PARK ASSOC	264.00
1401060	NATIONAL ARBOR DAY FOUNDATION	15.00
1415377	NORTHERN BUSINESS PRODUCTS INC	1,177.45
1805225	REED DRUG INC	34.10
TOTAL RECREATION		1,493.44
AIRPORT		
0504825	EDWARDS OIL INC	1,192.72
0801836	HAWKINSON SAND & GRAVEL	248.21
1309159	MINNESOTA COUNCIL OF AIRPORTS	150.00
TOTAL		1,590.93
TERMINAL EXPENDITURES		
1401650	NARDINI FIRE EQUIPMENT CO. INC	420.00
1909503	SIMPLEX GRINNELL LP	430.71
TOTAL TERMINAL EXPENDITURES		850.71
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	99.46
0116605	APPERTS INC	307.87

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/14/2013

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0205153	BECKER ARENA PRODUCTS INC	323.97
0215890	BOY SCOUT TROUP 41	244.68
0221650	BURGGRAF'S ACE HARDWARE INC	357.92
0315453	COLE-PARMER INSTRUMENT CO	499.37
0315455	COLE HARDWARE INC	60.91
0415550	DOOR SERVICE INC	2,135.00
0501656	THE EARTHGRAINS COMPANY INC	115.48
0605670	FERRELLGAS	495.90
0701650	GARTNER REFRIGERATION CO	1,000.00
0718035	GRAND RAPIDS GIRLS FASTPITCH	163.12
0718075	GRAND RAPIDS THUNDERHAWK	491.19
0718087	GRAPHICS HOUSE SPORTS	174.85
1105640	KERNEL CONCESSION SUPPLY	567.45
1205725	LET'S PLAY HOCKEY/SOFTBALL	194.08
1209302	LIGHTNING BOOSTER CLUB	413.25
1301168	MARKETPLACE FOODS	184.36
1415655	NORVEND INC	152.00
1421155	NUCH'S IN THE CORNER	17.10
1605611	PEPSI-COLA	2,969.31
1721105	QUALITY REFRIGERATION & HTG	263.45
1801610	RAPIDS PLUMBING & HEATING INC	618.75
1901500	SAMMY'S PIZZA	385.00
1901535	SANDSTROM COMPANY INC	4,335.93
1909450	SILVERTIP GRAPHICS SIGNS	138.94
1909510	SIM SUPPLY INC	795.58
2116600	UPPER LAKE FOODS INC	1,696.76
2605225	ZEE SERVICE COMPANY	97.06
TOTAL GENERAL ADMINISTRATION		19,298.74
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	53.43
1200500	L&M SUPPLY	25.66
1415590	NORTHWEST GAS	1,252.51
TOTAL		1,331.60
DOMESTIC ANIMAL CONTROL FAC		
0103730	ACTIVEDOGS.COM LLC	449.43
0113233	AMERIPRIDE LINEN & APPAREL	24.62
0221650	BURGGRAF'S ACE HARDWARE INC	4.25
1605720	PET EDGE	327.48



COUNCIL BILL LIST - JANUARY 14, 2013

DATE: 01/10/2013  
 TIME: 10:14:18  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 01/14/2013

VENDOR #	NAME	AMOUNT DUE
-----		
DOMESTIC ANIMAL CONTROL FAC		
TOTAL		805.78
GENERAL CAPITAL IMPRV PROJECTS		
2012-6	ICC SIGNAL	
1900225	SEH-RCM	8,357.90
TOTAL 2012-6 ICC SIGNAL		8,357.90
MUNICIPALITIES COLLABORATION		
2309500	MARY JO WIMMER	3,000.00
TOTAL MUNICIPALITIES COLLABORATION		3,000.00
AIRPORT CAPITAL IMPRV PROJECTS		
2011 LAND ACQUISITION		
1618579	PROSOURCE TECHNOLOGIES LLC	96.61
1920240	STERLE LAW OFFICE	827.50
TOTAL 2011 LAND ACQUISITION		924.11
2012 INFRASTRUCTURE BONDS		
2004-3 4TH ST SE & POK TO 6TH		
1309360	MN DEPT OF TRANSPORTATION	645.33
1900225	SEH-RCM	21,956.50
TOTAL 2004-3 4TH ST SE & POK TO 6TH		22,601.83
2011-6 HORSESHOE IMPROVEMENTS		
0715599	GOPHER SIGN COMPANY INC	49.75
1900225	SEH-RCM	5,482.65
TOTAL 2011-6 HORSESHOE IMPROVEMENTS		5,532.40
STORM WATER UTILITY		
0401804	DAVIS OIL	1,869.21
1421155	NUCH'S IN THE CORNER	50.01
1621125	PUBLIC UTILITIES COMMISSION	6,611.60
TOTAL		8,530.82
TOTAL UN-PAID TO BE APPROVED		234,830.13

COUNCIL BILL LIST - JANUARY 14, 2013

DATE: 01/10/2013  
 TIME: 10:14:18  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 01/14/2013

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104455	JOSHUA ADLER	207.58
0114210	D. ANDERSON - CHANGE FUND	8,140.00
0114213	STEVE ANDERSON	360.00
0201355	BARBARA BAIRD	330.97
0212751	BLUE CROSS BLUE SHIELD	163.50
0218100	BRENT BRADLEY	40.00
0301650	JEFF CARLSON	40.00
0305530	CENTURYLINK INC	276.04
0312104	TONY CLAFTON	160.00
0315454	TRAVIS COLE	280.30
0318885	CRYOTECH DEICING TECHNOLOGY	2,414.05
0405305	LYNN DEGRIO	63.41
0405447	DELTA DENTAL OF MINNESOTA	2,514.25
0409655	TIMOTHY DIRKES	40.00
0504610	RON EDMINSTER	131.54
0519700	ESSENTIA HEALTH	1,190.38
0605191	FIDELITY SECURITY LIFE INS CO	46.74
0612224	FLEET SERVICES	3,597.14
0709455	SHAWN GILLEN	160.00
0709456	SHAWN J GILLEN	1,225.00
0717996	GRAND ITASCA CLINIC	686.89
0717997	GRAND ITASCA HOSPITAL	1,031.37
0718015	GRAND RAPIDS CITY PAYROLL	217,022.47
0718070	GRAND RAPIDS STATE BANK	406.93
0718229	GREENWAY JOINT RECREATION ASSC	188.50
0805358	JACKIE HEINRICH	40.00
0815464	SARA HOLUM	120.00
0920014	ITASCA CHIROPRACTIC CENTER	6.23
0920055	ITASCA COUNTY RECORDER	46.00
1101645	LASHA KARELS	40.00
1201402	LAKE COUNTRY POWER	100.16
1205145	MIKE LECLAIRE	42.74
1209516	LINCOLN NATIONAL LIFE	887.90
1301168	MARKETPLACE FOODS	211.57
1301320	SHAWN MAHANEY	40.00
1305245	LOIS J. MEYER LMFT	19.36
1309079	S.MILLER - PETTY CASH FUND	75.95
1309098	MINNESOTA DEPT OF ADMN	120.00
1309199	MINNESOTA ENERGY RESOURCES	8,877.47
1309335	MINNESOTA SALES & USE TAX	1,378.98
1309338	MN STATE TREAS/BLDG INSPECTOR	1,480.33
1309343	STATE OF MINNESOTA	120.00
1309381	UNIVERSITY OF MINNESOTA	345.00
1315295	CHAD MOEN	151.76
1315654	NATHAN MORLAN	342.08
1405435	JEREMY NELSON	40.00

COUNCIL BILL LIST - JANUARY 14, 2013

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 01/14/2013

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1405850	NEXTERA COMMUNICATIONS LLC	476.56
1415035	NORTH COUNTRY BUSINESS PROD	3,476.04
1415530	NORTHLAND COUNSELING CENTER	20.24
1502645	GARY O'BRIEN	40.00
1503151	OCCUPATION DEVELOPMENT CENTER	20.75
1518550	MATTHEW O'ROURKE	40.00
1520720	KEVIN OTT	80.00
1601305	THOMAS J. PAGEL	157.07
1601750	PAUL BUNYAN COMMUNICATIONS	213.75
1609557	PIONEER MUTUAL LIFE INS CO	253.79
1609561	PIONEER TELEPHONE	11.59
1621125	PUBLIC UTILITIES COMMISSION	6,533.62
1621130	P.U.C.	15,567.52
1801206	RADIOLOGIST ASSOC. IN DULUTH	63.01
1809165	RICOH USA INC	701.08
1901820	WILLIAM SAW	139.45
1901825	SAWMILL INN	514.93
1903321	STEVEN SCHAAR	142.69
1903555	ERIK SCOTT	63.27
1903557	TROY SCOTT	40.00
1913344	HEATH SMITH	80.00
1920240	STERLE LAW OFFICE	5,000.00
2000100	TASC	30.60
2000490	TDS Metrocom	950.97
2114360	UNITED PARCEL SERVICE	115.33
2205637	VERIZON WIRELESS	829.64
2209658	VIRTUAL RADIOLOGIC	9.98
2209665	VISA	330.40
2301700	WASTE MANAGEMENT	975.91
2308227	GARY WHEELOCK, DC	12.46
T000869	COMMUNITY CARE	685.00
TOTAL PRIOR APPROVAL		292,778.24
TOTAL ALL DEPARTMENTS		527,608.37





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0010      **Version:** 1      **Name:**

**Type:** Public Hearing      **Status:** Passed

**File created:** 1/9/2013      **In control:** Community Development

**On agenda:** 1/14/2013      **Final action:** 1/14/2013

**Title:** Conduct a public hearing to consider granting an Economic Development Tax Abatement within the context of a Contract for Private Development between Innovative Developers, LLP, the City and Itasca County.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Staff Review Worksheet.pdf](#)  
[Abatement Contract for Private Development St. Joes - 415869v2.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		
1/14/2013	1	City Council		

### *Title*

Conduct a public hearing to consider granting an Economic Development Tax Abatement within the context of a Contract for Private Development between Innovative Developers, LLP, the City and Itasca County.

### *Body*

#### **Background Information:**

Innovative Developers, LLP filed an application for Tax Abatement business assistance, on November 14<sup>th</sup>. The application was forwarded to the City's financial consultant, Springsted Inc., and our bond attorney, Martha Ingram, for review and analysis.

In summary, the proposed development described in the application, involves the following:

1. Innovative's acquisition of the entire block from St. Josephs Catholic Church.
2. Upon completion of the purchase by Innovative, GREDA would award and administer a contract for the demolition of the structures and the abatement of hazardous materials, which will be reimbursed by the IRRRB grants and Innovative.
3. Innovative would begin construction of two 18 unit apartment structures and garages in July and complete the project in spring of 2014.
4. Also leveraged by the proposed tax abatement, are two grants to the City totaling \$291,000 for demolition and HMA costs

As described within the Application the project would not be economically feasible without the financial support provided by Tax Abatement. This has been verified by staff's review of the profit and loss statement within the project prospectus. In summary, the \$320,000 in requested Tax Abatement revenue is needed to support costs associated with:

1. Demolition, hazardous material abatement, and construction costs.

As required under the TIF/Tax Abatement Business Subsidy Policy, staff has prepared the Business Assistance Review Worksheet. The proposed development, is consistent with a number of objectives set forth in the Policy, including the following:

1. To encourage redevelopment within the Central Business District.
2. To enhance and/or diversify the City's economic base.
3. To encourage additional unsubsidized private (re)development.
4. To remove blight and/or encourage (re)development of commercial and industrial areas.
5. To provide a diversity of housing adjacent to the Central Business District.
6. To provide a variety of family housing ownership alternatives and housing choices.

The \$5.5M proposed project involves a private investment in the amount of \$4,850,000. The combined public assistance of the IRRRB grants and the proposed Tax Abatement, which together total \$611,000, equates to a ratio of private to public funds, at 8:1.

Based upon a conservative assumption that class rates, tax rates and market values will be flat for the term of the abatement, it is estimated that the full amount of the requested abatement, plus interest at 3%, will be captured in an estimated term of 9.5 years.

Itasca County has been asked to participate in the abatement and after conducting a similar public hearing on January 8, 2013 did approve the abatement. With the same assumptions as above, it is estimated that the annual rebate/contribution from the County will be \$17,942 and from the City will be \$25,041.

With that said, it is important to keep in mind that Abatements divert taxes paid by the development property to pay project costs. When used in a fashion similar to TIF, as this is, the addition to the annual levy required by the abatement is offset by the additional tax capacity created by the project. The end result of which is no impact to the City or the taxpayers in general.

**Requested City Council Action**

Conduct a public hearing to consider granting an Economic Development Tax Abatement within the context of a Contract for Private Development between Innovative Developers, LLP, the City and Itasca County.



INNOVATIVE DEVELOPERS  
GRAND VIEW TERRACE  
1/4/13

EXHIBIT C

BUSINESS ASSISTANCE REVIEW WORKSHEET  
FOR HOUSING PROJECTS

TO BE COMPLETED BY APPLICANT AND CITY STAFF

A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy:

- 1. To encourage redevelopment with the Central Business District.
- 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- 3. To enhance and/or diversify the City's economic base.
- 4. To encourage additional unsubsidized private (re)development.
- 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- 6. To create housing opportunities for senior and low to moderate income families.
- 7. To provide a diversity of housing adjacent to the Central Business District.
- 8. To provide a variety of family housing ownership alternatives and housing choices.
- 9. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 10. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
  - o Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
  - o Mitigation of project impact on the natural environment.

B. Ratio of Private to Public Investment in Project:

\$ 4,850,000 Private Investment  
 \$ 611,000 Public Investment  
7.9:1 Ratio Private : Public Financing

Points: 5  
 5:1 5  
 4:1 4  
 3:1 3  
 2:1 2  
 Less than 2:1 1

C. Project provides housing that is not restricted to persons 55 years and older:

Points: 3  
3



D. Project provides that at least 30% of the total units are three-bedroom or more:

$$\frac{10}{36} = 28\%$$

Points: 2  
3

E. Project proposes rehabilitation of existing housing, housing stock, and maximizes utilization of existing infrastructure:

Points: 2  
5

F. Project proposes a location near existing jobs, transportation, recreation, retail services, social services, and schools:

Points: 5  
5

G. Project size:

The project will result in the construction of 64,500 square feet

Points: <u>5</u>
40,000+ <u>5</u>
30,000+ <u>3</u>
20,000+ <u>3</u>
10,000+ <u>2</u>
10,000 or less <u>1</u>

H. Likelihood that the project will result in unsubsidized, spin-off development:

     High  
 X  Moderate  
     Low

Points: 2  
3  
2  
1

I. Impact on tax rate? All things being equal, how much would the City's tax rate hypothetically increase if the project were to proceed with the requested business assistance?

- .01%-.02%
- .03%-.04%
- .05%-.06%
- .07%-.09%
- .10%-.12%

Points: 5  
5  
4  
3  
2  
1

Sub-Total Points 29 of a possible 34 points.

Bonus Points

The project will be 100% pay-as-you-go financing

Bonus Points: 5  
5

Total Points: 34

Overall project analysis: High 31 - 39 points  
Moderate 21 - 30 points  
Low 11 - 20 points  
Not Eligible 0 - 10 points

Second draft, January 8, 2012

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**CONTRACT FOR PRIVATE DEVELOPMENT**

**By and Between**

**CITY OF GRAND RAPIDS, MINNESOTA**

**and**

**ITASCA COUNTY, MINNESOTA**

**and**

**INNOVATIVE DEVELOPERS, LLP**

**Dated as of: January 1, 2013**

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This document was drafted by:

KENNEDY & GRAVEN, Chartered (MNI)

470 U.S. Bank Plaza

Minneapolis, Minnesota 55402

(612) 337-9300

<http://www.kennedy-graven.com>

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## CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made as of the 1st day of January, 2013, by and between the City of Grand Rapids, a Minnesota municipal corporation (the "City"), Itasca County, a political subdivision of the State of Minnesota (the "County"), and Innovative Developers, LLP, a Minnesota limited liability partnership (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act") the City and County are authorized to abate property taxes in order to increase or preserve tax base and provide employment opportunities; and

WHEREAS, the Developer has proposed to develop certain underused property in the City (the "Development Property"), and has entered into a purchase agreement for the purchase of such Development Property with the goal of constructing market-rate multifamily rental housing thereon; and

WHEREAS, the Developer has requested tax abatement assistance under the Act, and the City and County have agreed to provide such assistance as described herein; and

WHEREAS, the City and the County believe that the development of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and County and the health, safety, morals, and welfare of their residents.

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

## ARTICLE I

### Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Abatement Capacity” means the maximum amount of property taxes that may be abated in any year by a political subdivision under Section 469.1813, subd. 8 of the Act, as amended. As of the date of this Agreement, the Abatement Capacity for the City is the greater of 10% of the net tax capacity of the City for the taxes payable year to which the abatement applies or \$200,000. As of the date of this Agreement, the Abatement Capacity for the County is the greater of 10% of the net tax capacity of the County for the taxes payable year to which the abatement applies or \$200,000.

“Act” means Minnesota Statutes, Sections 469.1812 to 469.1815, as amended.

“Affiliate” means with respect to any entity (a) any corporation, partnership, limited liability company or other business entity or person controlling, controlled by or under common control with the entity, and (b) any successor to such party by merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of such party (or such Affiliate). For the purpose hereof the words “controlling”, “controlled by” and “under common control with” shall mean, with respect to any corporation, partnership, limited liability company or other business entity, the ownership of fifty percent or more of the voting interests in such entity or possession, directly or indirectly, of the power to direct or cause the direction of management policies of such entity, whether through ownership of voting securities or by contract or otherwise.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Available Abatement” means, on each Payment Date, the sum of the City Tax Abatement and County Tax Abatement generated in the preceding six (6) months with respect to the Minimum Improvements and remitted to the City by the County, or such lesser amount as shall cause: (i) the cumulative City Tax Abatement paid to the Developer during the term of this Agreement to be no more than an amount representing a principal amount of \$186,424 plus interest at the annual rate of 3.0%; (ii) the cumulative County Tax Abatement paid to the Developer during the term of this Agreement to be no more than an amount representing a principal amount of \$133,576 plus interest at the annual rate of 3.0%; and (iii) the cumulative County Tax Abatement and City Tax Abatement paid to the Developer during the term of this Agreement to be no more than an amount representing a principal amount of \$320,000 plus interest at the annual rate of 3.0%, all over a term not to exceed the earlier of 15 years or the date the principal amount and accrued interest are paid in full.



“Business Day” means any day except a Saturday, Sunday, legal holiday, a day on which the City is closed for business, or a day on which banking institutions in the City are authorized by law or executive order to close.

“Business Subsidy Act” means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

“City” means the City of Grand Rapids, Minnesota.

“City Abatement Resolution” means Resolution No. \_\_\_\_, approved by the City Council of the City on January 14, 2013, regarding abatement of property taxes on the Development Property.

“City Tax Abatement” means the real property taxes generated in any tax-payable year by extending the City’s total tax rate for that year against the tax capacity of the Minimum Improvements and the Property in accordance with the Development Agreement, excluding the initial tax capacity of the land as of January 2, 2012 for tax-payable year 2013, and excluding the portion of the tax capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A.

“Certificate of Completion” means the certification provided to the Developer pursuant to Section 4.4 of this Agreement.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Development Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) underground parking plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as GREDA may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

“County” means the County of Itasca, Minnesota.

“County Abatement Resolution” means Resolution No. 2013-\_\_, adopted by the Board of Commissioners of the County on January 8, 2013, regarding abatement of property taxes on the Development Property.

“County Tax Abatement” means the real property taxes generated in any tax-payable year by extending the County’s total tax rate for that year against the tax capacity of the Minimum Improvements and the Property in accordance with the Development Agreement, excluding the initial tax capacity of the land as of January 2, 2012 for tax-payable year 2013, and excluding the portion of the tax capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A, and (ii) paid to the City by the County.

“Developer” means Innovative Developers, LLP, a Minnesota limited liability partnership, or its permitted successors and assigns.

“Development Property” means the real property described in Schedule A of this Agreement.

“Event of Default” means an action by the Developer listed in Article IX of this Agreement.

“Grant Agreement” means the grant agreement between the IRRRB and the City described in Section 3.3 hereof, executed by the parties thereto.

“Grant-Eligible Costs” means the costs described in Section 3.3(a) hereof.

“GREDA” means the Grand Rapids Economic Development Authority.

“GREDA Representative” means the Executive Director of GREDA, or any person designated by the Executive Director to act as GREDA Representative for the purposes of this Agreement.

“Holder” means the owner of a Mortgage.

“IRRRB” means the Iron Range Resources and Rehabilitation Board.

“IRRRB Grant” means the grant described in Section 3.3(a) hereof.

“Maturity Date” has the meaning provided in Section 3.4 hereof.

“Minimum Improvements” means construction on the Development Property of two 18-unit multifamily rental housing facilities.

“Mortgage” means any mortgage made by the Developer that is secured, in whole or in part, with the Development Property and that is a permitted encumbrance pursuant to the provisions of Article VIII of this Agreement.

“Note” means the Taxable Limited Revenue Note, substantially in the form attached as Schedule C to this Agreement, to be issued by the City to the Developer.

“Payment Date” means each February 1 and August 1, commencing August 1 in the first taxes payable year after the County assessor’s market value of the Development Property reflects the completed Minimum Improvements; provided that if any such Payment Date is not a Business Day, the Payment Date shall be the next succeeding Business Day.

“State” means the state of Minnesota.

“Tax Official” means any County assessor, County auditor, County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Transfer” has the meaning set forth in Section 8.2(a) hereof.

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement), including without limitation condemnation or threat of condemnation of any portion of the Development Property, which directly result in delays. Unavoidable Delays shall not include delays experienced by the Developer in obtaining permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under Section 4.3 of this Agreement, so long as the Construction Plans have been approved in accordance with Section 4.2 hereof.



## ARTICLE II

### Representations and Warranties

Section 2.1. Representations by the City. (a) The City is a statutory city duly organized and existing under the laws of the State. Under the provisions of the Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City proposes to grant abatement of taxes on the Development Property and the Minimum Improvements thereon, for the purposes of increasing the tax base and creating employment opportunities within the City.

Section 2.2. Representations by the County. (a) The County is a political subdivision of the State, duly organized and existing under the laws of the State. Under the provisions of the Act, the County has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The County proposes to grant abatement of taxes on the Development Property and the Minimum Improvements thereon, for the purposes of increasing the tax base and creating employment opportunities within the City and County.

Section 2.3. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability partnership, duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its articles of organization or bylaws, is duly qualified as a domestic limited liability partnership and authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery, and performance of this Agreement by proper action of its members.

(b) If the Developer acquires the Development Property, the Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Development Program and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code, energy-conservation and public health laws and regulations).

(c) The Developer will obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(d) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City

and GREDA are aware). The Developer is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

(e) The Developer will obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any corporate restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) The proposed development by the Developer hereunder would not occur but for the Abatement assistance being provided by the City and County hereunder.



## ARTICLE III

### **Public Development Costs; Tax Abatement**

Section 3.1. Status of the Development Property. As of the date of this Agreement, the Developer has entered into a purchase agreement for the Development Property. Neither the City nor the County have any obligation to acquire the Development Property.

Section 3.2. Environmental Conditions. (a) The Developer acknowledges that neither the City nor the County make any representations or warranties as to the condition of the soils on the Development Property or the fitness of the Development Property for construction of the Minimum Improvements or any other purpose for which the Developer may make use of such property, and that the assistance provided to the Developer under this Agreement neither implies any responsibility by the City or the County for any contamination of the Development Property nor imposes any obligation on such parties to participate in any cleanup of the Development Property.

(b) Without limiting its obligations under Section 8.3 of this Agreement, the Developer further agrees that it will indemnify, defend, and hold harmless the City, the County, and their governing body members, officers, and employees (the "Indemnified Parties"), from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants existing on or in the Development Property, which either (i) arise out of activities of Developer on the Development Property or (ii) arise out of hazardous substances, asbestos, petroleum substances, or pollutants, irritants or contaminants brought onto the Development Property by Developer. In addition, Developer agrees to release the Indemnified Parties from any and all costs, expenses, losses, liabilities, claims, causes of action, demands, and damages relating to the environmental conditions on the Development Property as of the date of acceptance by the Developer of the completed Grant-Eligible Activities (as defined hereinafter), including without limitation any claim the Developer may have to recover from all or any of the Indemnified Parties any costs or expenses incurred by the Developer in performing any remediation of the Development Property. Nothing in this section will be construed to limit or affect any limitations on liability of the City or County under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

Section 3.3. Grant Disbursement. (a) To finance a portion of the costs (the "Grant-Eligible Costs") of necessary demolition and hazardous material abatement work on the Development Property, including engineering and soft costs for such work (the "Grant-Eligible Activities"), the City has applied for and has received two Community Redevelopment Program grants from IRRRB in the aggregate principal amount of \$291,000 (the "IRRRB Grants").

(b) The City will appoint GREDA as general contractor for the Grant-Eligible Activities on the Development Property and delegate to the Authority the submission and collection of Grant-Eligible Costs from and to the extent of available grant proceeds in accordance with the terms of the Grant Agreement and the terms of this Section. The Developer agrees that it will grant a license to GREDA and its agents and subcontractors to enter the Development Property for the purpose of performing the Grant-Eligible Activities. The Developer will appoint a project representative (the "Project Representative") who will be authorized to observe Grant-Eligible Activities on the



Development Property. After GREDA receives bids and awards a contract or contracts for the Grant-Eligible Activities, the City and GREDA will (i) notify the Project Representative of all change-orders or other requested changes to the performance of the Grant-Eligible Activities which would result in an increase in Grant-Eligible Costs, and (ii) require that the Developer be listed as a co-insured under any insurance policies required under such contract. Notwithstanding anything to the contrary herein, the Developer agrees and acknowledges that if Grant-Eligible Costs exceed the amount to be reimbursed under the Grant Agreement or this Section, such excess shall be the sole responsibility of the Developer as described in Section 3.3(h).

(c) All disbursements from the proceeds of the IRRRB Grants will be made subject to the conditions precedent that on the date of such disbursement:

(1) The City has received a written statement from GREDA's authorized representative certifying with respect to each payment: (a) that none of the items for which the payment is proposed to be made has formed the basis for any payment previously made under this Section (or before the date of this Agreement); (b) that each item for which the payment is proposed is a Grant-Eligible Cost; and (c) that GREDA reasonably anticipates completion of the Grant-Eligible Activities in accordance with the terms of this Agreement.

(2) No Event of Default under this Agreement or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

(3) No license or permit necessary for undertaking the Grant-Eligible Activities shall have been revoked or the issuance thereof subjected to challenge before any court or other governmental authority having or asserting jurisdiction thereover.

(4) Developer has submitted, and the City has approved, Construction Plans for the Minimum Improvements in accordance with Article IV hereof.

(d) The City will disburse proceeds of the IRRRB Grants to GREDA pursuant to terms reasonably agreeable to the City and GREDA. The making of the final disbursement by the City under this Section shall be subject to the condition precedent that GREDA shall be in compliance with all conditions set forth in this Section and further, that the City shall have received a lien waiver from each contractor for all work done and for all materials furnished by it for the Grant-Eligible Costs.

(e) The City may, in its sole discretion, without notice to or consent from any other party, waive any or all conditions for disbursement set forth in this section; provided, however, that the City may not waive the requirement that it receive lien waivers pursuant to Section 3.3(d). However, the making of any disbursement prior to fulfillment of any condition therefor shall not be construed as a waiver of such condition, and the City shall have the right to require fulfillment of any and all such conditions prior to authorizing any subsequent disbursement.

(f) All Grant-Eligible Costs incurred by GREDA in excess of grant proceeds available for such costs (the "Excess Costs") shall be paid to GREDA by the Developer within twenty Business Days after the date of receipt by the Developer of a final accounting by GREDA and the



City of all grant proceeds disbursed for Grant-Eligible Activities and the amount of such Excess Costs.

(g) Upon completion of the Grant-Eligible Activities, the Project Representative will review all final air quality control documentation pertaining to the Grant-Eligible Activities. The Developer will accept the completed Grant-Eligible Activities in writing within 10 business days after such review (the "Acceptance Date"), if (i) the completed Grant-Eligible Activities conform to all terms and conditions of this Agreement; (ii) the completed Grant-Eligible Activities conform to all applicable federal, state and local laws, ordinances, rules and regulations; and (iii) no Event of Default has occurred.

Section 3.4. Property Tax Abatement. (a) *Generally.* In furtherance of the objectives set forth in and subject to the terms and conditions of this Agreement, the City will issue the Note to the Developer in the principal amount of \$320,000 in substantially the form attached hereto as Schedule B. The Note shall be secured solely by Available Abatement, and the City and County each pledge City Tax Abatement and County Tax Abatement, respectively, to the debt service fund for the Note. The Note shall bear interest at the annual rate of 3.0%. Principal and accrued interest due and payable on the Note shall be paid on each Payment Date. Payments of principal and interest on the Note shall commence on August 1, 2015. The Note shall terminate on the earlier of the date that (i) the Developer has been reimbursed a principal amount not to exceed \$320,000 or (ii) February 1, 20\_\_ (the "Maturity Date").

(b) *Limitations.* The pledge of Available Abatement is subject to all the terms and conditions of the City Abatement Resolution and the County Abatement Resolution. The Note is payable solely from and to the extent of the City Tax Abatement and County Tax Abatement, and nothing herein shall be construed to obligate the City or County to make payments from any other funds. The City and County make no warranties or representations as to the amount of the Available Abatement, or that amounts payable on the Note will be sufficient to pay all or any portion of the principal amount. Any estimates of Available Abatement amounts prepared by the City's financial consultants are for the benefit of the City only, and the Developer is not entitled to rely on such estimates.

The Developer further acknowledges that the total property tax abatements payable by the City in any year may not exceed the City's Abatement Capacity; and that the total property tax abatements payable by the County in any year may not exceed the County's Abatement Capacity. Neither the City nor the County warrants or represents that the City Tax Abatements or County Tax Abatements in the amounts pledged to the Note will be within the City's or County's Abatement Capacity. The parties understand and agree that the Abatement is subject to the abatement granted by the City's Abatement Resolution No. 12-91, granting a tax abatement to certain property in the City for a manufacturing facility. The City's Abatement Volume Cap will be allocated first to the Prior City Abatement, then to the Abatement pledged under this Agreement, then to any future tax abatements granted under the Abatement Act. The parties further understand and agree that the Abatement is subject to the abatement granted by the County's Abatement Resolution No. 07-05-01, granting a tax abatement to certain property in the City for public infrastructure, and to the abatement granted by the County's Abatement Resolution No. 2012-55, granting a tax abatement to certain property in the City for a manufacturing facility (together, the "Prior County Abatements"). The County's Abatement Volume Cap will be allocated first to the

Prior County Abatements, then to the Abatement pledged under this Agreement, then to any future tax abatements granted under the Abatement Act.

(c) *Delivery.* The Note shall be delivered by the City to the Developer upon completion of construction of the Minimum Improvements. The parties agree that consideration for delivery of the Note is Developer's obligation to complete the Project. In the event of any inconsistency between the terms of this Agreement and the terms of the Note, the terms of the Note shall control.

Section 3.5. Business Subsidy Provisions. The Developer warrants and represents that the Developer's investment in the purchase of the Development Property, together with Developer's investment in site preparation on such property (net of any portion of such site preparation costs reimbursed through the IRRRB Grants), will equal at least 70% of the County assessor's finalized market value of the Development Property for the 2012 assessment year, calculated as follows:

Purchase price of Development Property	\$160,000
Date of purchase of Development Property: _____	
<i>Plus</i> site preparation costs	\$395,000
<i>Less</i> site preparation costs paid by the IRRRB Grants	<u>\$291,000</u>
<i>Equals</i> net acquisition cost	\$264,000
2012 Assessor's finalized market value of Development Property	\$174,900

\$264,000 (net acquisition cost) is 151% of \$174,900 (assessor's current estimated fair market value of the Development Property).

Accordingly, the parties agree and understand that the financial assistance described in this Agreement does not constitute a business subsidy within the meaning of the Business Subsidy Act by operation of Section 116J.993, Subdivision 3, clause (17). The Developer releases and waives any claim against the City, the County, and their governing body members, officers, agents, servants and employees thereof arising from application of the Business Subsidy Act to this Agreement, including without limitation any claim that the City or County failed to comply with the Business Subsidy Act with respect to this Agreement.

Section 3.6. Payment of Administrative Costs. The Developer agrees that it will pay, within 15 days after written notice from the City, the reasonable costs of consultants and attorneys retained by the City and County in connection with the Abatement and the negotiation in preparation of this Agreement and other incidental agreements and documents related to the development contemplated hereunder. The City will provide written reports describing the costs accrued under this Section upon request from the Developer, but not more often than intervals of 45 days. Any amount deposited by the Developer upon filing its application for Abatement assistance with GREDA will be credited to the Developer's obligation under this Section. Upon termination



of this Agreement in accordance with its terms, the Developer remains obligated under this section for costs incurred through the effective date of termination.

## ARTICLE IV

### Construction of Minimum Improvements

Section 4.1. Construction of Improvements. The Developer agrees that it will construct or cause construction of the Minimum Improvements on the Development Property in accordance with the approved Construction Plans and that it will, during any period while the Developer retains ownership of any portion of the Minimum Improvements, operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Before commencing construction of the Minimum Improvements, the Developer shall submit to the City Construction Plans for the Minimum Improvements. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, the Development Program and all applicable State and local laws and regulations. The City will approve the Construction Plans in writing if (i) the Construction Plans conform to all terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iii) the Construction Plans are adequate to provide for construction of the Minimum Improvements; (iv) the Construction Plans do not provide for expenditures in excess of the funds available to the Developer for construction of the Minimum Improvements; and (v) no Event of Default has occurred. No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the City shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by the Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the City, in whole or in part. Such rejections shall set forth in detail the reasons therefor based upon the criteria set forth in (i) through (v) above, and shall be made within 20 days after the date of receipt of final plans from the Developer. If the City rejects any Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within twenty (20) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. The City's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

The Developer hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the City and/or any changes in the Construction Plans requested by the City. Neither the City nor any employee or official of the City shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the City.

(b) If the Developer desires to make any material change in the Construction Plans or any component thereof after their approval by the City, the Developer shall submit the proposed



change to the City for its approval. For the purpose of this section, the term “material” means changes that increase or decrease construction costs by \$500,000 or more. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within 10 days after receipt of the notice of such change. The City’s approval of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.3. Commencement and Completion of Construction. (a) Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements by June 30, 2013. Subject to Unavoidable Delays, the Developer shall complete the construction of the Minimum Improvements by March 1, 2014. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

(b) The Developer agrees for itself, its successors, and assigns, and every successor in interest to the Development Property, or any part thereof, that the Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. After the date of this Agreement and until the Minimum Improvements have been fully leased, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, but no more than monthly, as to the actual progress of the Developer with respect to such construction and leasing.

Section 4.4. Certificate of Completion. (a) Promptly after completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Minimum Improvements (including the dates for beginning and completion thereof), the City Representative shall deliver to the Developer a Certificate in substantially the form shown as Schedule C, in recordable form and executed by the City.

(b) If the City Representative shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this Agreement, the City Representative shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of City, for the Developer to take or perform in order for the City to issue the Certificate of Completion.

(c) The construction of the Minimum Improvements shall be deemed to be substantially complete upon issuance of a certificate of occupancy for the Minimum Improvements, and upon determination by the City Representative that all related site improvements on the Development Property have been substantially completed in accordance with approved Construction Plans.



Section 4.5. Records. GREDA, the City, and the County, through any authorized representatives, shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of Developer relating to the Minimum Improvements. Such records shall be kept and maintained by Developer through the Maturity Date.

## ARTICLE V

### Insurance

Section 5.1. Insurance. (a) The Developer will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the principal amount of the Note, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as an additional insured on the policy; and

(iii) Workers' compensation insurance, with statutory coverage, provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(b) Upon completion of construction of the Minimum Improvements and prior to the Maturity Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to show the City, County, and GREDA as additional insureds.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Developer agrees to notify the City and County immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, regardless of whether the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

A failure to promptly repair, reconstruct and restore the Minimum Improvements as required by this Section 5.1(d) will be considered an Event of Default under this Agreement and the City and/or the County may suspend payments on the Note or exercise any other remedies provided in Section 9.2 hereof.

(e) All of the insurance provisions set forth in this Article V shall terminate upon the termination of this Agreement.

Section 5.2. Subordination. Notwithstanding anything to the contrary herein, the rights of the City and the County with respect to the receipt and application of any insurance proceeds shall, in all respects, be subordinate and subject to the rights of any Holder under a Mortgage allowed pursuant to Article VII of this Agreement.

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## ARTICLE VI

### Abatement; Taxes

Section 6.1. Right to Collect Delinquent Taxes. The Developer acknowledges that the City and County are providing substantial aid and assistance in furtherance of the development through issuance of the Note. The Developer understands that the City Tax Abatement and County Tax Abatement pledged to the Note are derived from real estate taxes on the Development Property, which taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the County auditor. In any such suit, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Reduction of Taxes. The Developer agrees that prior to the Maturity Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (A) willful destruction of the Development Property or any part thereof; or (B) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1 of this Agreement, except as provided in Section 5.1(e). The Developer also agrees that it will not, prior to the Maturity Date, seek exemption from property tax for the Development Property or any portion thereof or transfer or permit the transfer of the Development Property to any entity that is exempt from real property taxes and state law, or apply for a deferral of property tax on the Development Property pursuant to any law. The Developer's failure to comply with this Section 6.2 shall not be considered an Event of Default hereunder if the Developer pays to the City all of the City Tax Abatements paid to the Developer as payments on the Note and the Developer pays to the County all of the County Tax Abatement paid to the Developer as payments on the Note. Following such repayment of both the City Tax Abatements and the County Tax Abatement, this Agreement shall be terminated.

## ARTICLE VII

### Other Financing

Section 7.1. Generally. The Developer shall submit to the City or provide access thereto for review by City staff, consultants and agents, evidence reasonably satisfactory to the City that Developer has available funds, or commitments to obtain funds, whether in the nature of mortgage financing, equity, grants, loans, or other sources sufficient for paying the cost of the developing the Minimum Improvements, provided that any lender or grantor commitments shall be subject only to such conditions as are normal and customary in the commercial lending industry.

Section 7.2. City's Option to Cure Default on Mortgage. In the event that any portion of the Developer's funds is provided through mortgage financing, and there occurs a default under any Mortgage authorized pursuant to Article VII of this Agreement, the Developer shall cause the City to receive copies of any notice of default received by the Developer from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of the Developer within such cure periods as are available to the Developer under the Mortgage documents.

Section 7.3. Modification; Subordination. If the Developer requires mortgage financing for the development of the Minimum Improvements, the City and the County agree to subordinate their rights under this Agreement to the Holder of any Mortgage securing construction or permanent financing and the City and the County agree to consent to such subordination, in accordance with the terms of a subordination agreement in such form as the City and the County approve in writing.

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## ARTICLE VIII

### Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. The Developer represents and agrees that its purchase of the Development Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding.

Section 8.2. Prohibition Against Developer's Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to issuance of a Certificate of Completion for all of the Minimum Improvements:

(a) Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to undertaking the development contemplated under this Agreement, and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity whether or not related in any way to the Developer (collectively, a "Transfer"), without the prior written approval of the City (whose approval will not be unreasonably withheld, subject to the standards described in paragraph (b) of this Section) unless the Developer remains liable and bound by this Development Agreement in which event the City's approval is not required. Any such Transfer shall be subject to the provisions of this Agreement. For the purposes of this Agreement, the term Transfer does not include (i) acquisition of a controlling interest in Developer by another entity or merger of Developer with another entity; or (ii) any sale, conveyance, or transfer in any form to any Affiliate.

(b) In the event the Developer, upon Transfer of the Development Property or any portion thereof either before or after issuance of the Certificate of Completion, seeks to be released from its obligations under this Development Agreement as to the portion of the Development Property that is transferred, the City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such release that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer as to the portion of the Development Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable in the public land records of the County, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and



restrictions to which the Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit the City of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Development Property that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the Development Property, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VIII, shall be in a form reasonably satisfactory to the City.

In the event the foregoing conditions are satisfied then the Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. The restrictions under this Section terminate upon issuance of the Certificate of Completion.

Section 8.3. Release and Indemnification Covenants. (a) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties as hereinafter defined, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer releases from and covenants and agrees that the City, the County, and the governing body members, officers, agents, servants, and employees thereof (the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Development Property or the Minimum Improvements as of the Acceptance Date.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement (including without limitation any failure by the City or County to perform any procedure required under law in connection with the Abatement), the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the

transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance, and operation of the Development Property, as of the Acceptance Date.

(c) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties as hereinafter defined, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Development Property or Minimum Improvements.

(d) All covenants, stipulations, promises, agreements and obligations of the City or the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of such entity and not of any governing body member, officer, agent, servant, or employee of such entities in the individual capacity thereof.

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## ARTICLE IX

### Events of Default

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events, after the non-defaulting party provides thirty (30) days written notice to the defaulting party of the event, but only if the event has not been cured within said thirty (30) days or, if the event is by its nature incurable within thirty (30) days, the defaulting party does not, within such thirty- (30-) day period, provide assurances reasonably satisfactory to the party providing notice of default that the event will be cured and will be cured as soon as reasonably possible:

(a) Failure by any party to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

(b) If, before issuance of the certificate of completion for all the Minimum Improvements, the Developer shall

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law, which action is not dismissed within sixty (60) days after filing; or

(ii) make an assignment for benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated a bankrupt or insolvent.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may:

(a) Suspend its performance under this Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement.

(b) Upon a default by the Developer under this Agreement, the City may terminate its obligations under the Agreement and the Note, provided that:

(i) if the City terminates its obligations under the Agreement, it shall have no obligation to make payments of City Tax Abatements under the Note; however, the City will continue to make payments of County Tax Abatements toward the principal amount of the Note if the County has not terminated its obligations under the Agreement;



(ii) if the County terminates its obligations under the Agreement, it shall have no further obligations to make payments of County Tax Abatements to the City hereunder, and the City shall have no obligation to make payments under the Note from such funds;

(iii) if both the City and the County terminate their obligations hereunder, respectively, this Agreement and the Note shall be deemed terminated and the City shall have no further obligations thereunder. The City may not terminate its obligations to make payments under the Note unless both the City and the County have terminated their obligations hereunder.

(c) Take whatever action, including legal, equitable, or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Attorney Fees. Whenever any Event of Default occurs and if the non-defaulting parties employ attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party under this Agreement, the defaulting party shall, within ten (10) days of written demand by the non-defaulting parties, pay to the non-defaulting parties the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting parties.

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

## ARTICLE X

### Additional Provisions

Section 10.1. Conflict of Interests; Representatives Not Individually Liable. The City, the County, and the Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City or the County shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement that affects his personal interests or the interests of any corporation, partnership, or association in which he, directly or indirectly, is interested. No member, official, or employee of the City or GREDA shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or the County or for any amount that may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state, and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. The Developer agrees that until the Maturity Date, the Developer, and such successors and assigns, shall devote the Development Property to the operation of the Minimum Improvements as described in Section 4.1 hereof, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses (or to such other addresses as any party may notify the others):

To Developer: Innovative Developers, LLP  
Attn: Scott Kluver  
2715 State Highway 29 S  
Alexandria, MN 56308

To the City: City of Grand Rapids  
Attn: City Administrator  
420 Pokegama Avenue North  
Grand Rapids, Minnesota 55744

To the County: Itasca County  
Attn: County Administrator  
123 NE 4<sup>th</sup> Street  
Grand Rapids, Minnesota 55744

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The City may record this Agreement and any amendments thereto with the Itasca County recorder. The Developer shall pay all costs for recording.

Section 10.9 Amendment. This Agreement may be amended only by written agreement approved by the City, the County, and the Developer.

Section 10.10. City or County Approvals. Unless otherwise specified, any approval required by the City or the County under this Agreement may be given by the City Representative, except that final approval of the City Tax Abatement shall be made by the City Council of the City and final approval of the County Tax Abatement shall be made by the Board of Commissioners of the County.

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



IN WITNESS WHEREOF, the City, the County, and the Developer have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

CITY OF GRAND RAPIDS, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF ITASCA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by Dale Adams and Shawn Gillen, the Mayor and City Administrator of the City of Grand Rapids, Minnesota, on behalf of the City.

\_\_\_\_\_  
Notary Public

ITASCA COUNTY, MINNESOTA

By \_\_\_\_\_  
Its Board Chair

By \_\_\_\_\_  
Its County Administrator

STATE OF MINNESOTA    )  
                                  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by Catherine McLynn and Trish Klein, the Board Chair and County Administrator of the Itasca County, Minnesota, on behalf of the County.

\_\_\_\_\_  
Notary Public

**INNOVATIVE DEVELOPERS, LLP**

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_, the \_\_\_\_\_ of Innovative Developers, LLP, a  
Minnesota limited liability partnership, on behalf of the partnership.

\_\_\_\_\_  
Notary Public



**SCHEDULE A**

**DEVELOPMENT PROPERTY AND GEDA PROPERTY**

Development Property:

Lots 1-24, Block 9 and the vacated north/south alley therein, Plat of Grand Rapids First Division, Itasca County, Minnesota.

SCHEDULE B

FORM OF NOTE

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

No. R-1

\$320,000

TAXABLE LIMITED REVENUE NOTE  
SERIES 2013

Interest Rate:  
3.0%

Date of  
Original Issue

\_\_\_\_\_

The City of Grand Rapids, Minnesota (the "Issuer"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of Innovative Developers, LLP, or registered assigns (the "Owner"), solely from the source, to the extent and in the manner hereinafter provided, the principal sum in an amount not to exceed \$320,000, together with interest at the rate of 3.0% per annum. This Note is given in accordance with that certain Contract for Private Development between the Issuer, Itasca County (the "County"), and the Owner dated as of January 1, 2013 (the "Contract"). Capitalized terms used and not otherwise defined herein shall have the meaning provided for such terms in the Contract unless the context clearly requires otherwise.

Payments of principal and accrued interest on this Note (each a "Payment") shall be payable in semi-annual installments payable on each February 1 and August 1, (the "Payment Dates") commencing August 1, 2015 and ceasing no later than February 1, 20\_\_ (the "Final Maturity Date"), each Payment being in the amount of Available Abatement, as defined herein. Payments are subject to prepayment at the option of the Issuer in whole or in part on any date after the date of original issue.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

Payments on this Note are payable solely from "Available Abatement," which shall mean, on each Payment Date, the sum of the City Tax Abatements and County Tax Abatements generated in the preceding six (6) months with respect to the Development Property and remitted to the Issuer by the County. The pledge of Available Abatement is subject to all the terms and conditions of the City Abatement Resolution, the County Abatement Resolution and the Contract.

The Issuer shall have no obligation to make any Payment on any Payment Date if, as of such date there has occurred and is continuing any Event of Default on the part of the Owner as defined in the Contract. If the Event of Default is thereafter cured in accordance with the Agreement, the City Tax

Abatement and County Tax Abatement as of such Payment Date shall be deferred and paid on the next Payment Date after the Event of Default is cured. If an Event of Default is not timely cured and either the City or the County elects to terminate their respective obligations under the Contract, the Issuer shall have no further obligations to make Payments hereunder from City Tax Abatement or County Tax Abatement, as the case may be. If an Event of Default is not timely cured and both the Issuer and County terminate their respective obligations under the Contract, the Contract and the Note shall be deemed terminated and the Issuer shall have no further obligations hereunder. Except as otherwise provided in Section 3.5(c) of the Contract, the Issuer may not terminate the Note unless the Issuer and the County have terminated their obligations under the Contract.

This Note shall terminate and be of no further force and effect as of the earlier of: (1) the last Payment Date; (2) the date the Payments shall have been paid in full; or (3) the date the Contract and the Note have been terminated in accordance with the Contract. The Issuer makes no representation or covenant, express or implied, that the City Tax Abatement or the County Tax Abatement will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. The Issuer shall have no obligation to pay any portion of the Payments that remains unpaid after February 1, 20\_\_.

Any estimates of Abatement prepared by the Issuer, the County or their respective financial advisors in connection with the Available Abatement and the Contract are for the benefit of the Issuer and County only, and are not intended as representations on which the Developer may rely.

THE ISSUER AND THE COUNTY MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE AVAILABLE ABATEMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE.

This Note is issued pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, and pursuant to the resolution of the Issuer adopted on \_\_\_\_\_, 2013 (the "Resolution") duly adopted by the Issuer pursuant to and in full conformity with the Constitution and laws of the State of Minnesota. This Note is a limited obligation of the Issuer, payable solely from moneys pledged to the payment of the Note under the Resolution. The Note shall not be deemed to constitute a general obligation of the State of Minnesota, or any political subdivision thereof, including, without limitation, the Issuer and the County. Neither the State of Minnesota, nor any political subdivision thereof, including, without limitation, the Issuer and the County, shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except from the revenues and receipts pledged therefor, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof, including, without limitation, the Issuer, is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

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

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



paragraph without the written consent of the Issuer shall relieve the Issuer of all of its obligations under this Note.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Issuer outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids, Minnesota has caused this Note to be executed by the manual signatures of the Mayor and City Administrator of the Issuer and has caused this Note to be dated as of the Date of Original Issue specified above.

**CITY OF GRAND RAPIDS, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

**REGISTRATION PROVISIONS**

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

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Finance Director</u>
_____	Innovative Developers, LLP Federal ID # _____	_____

**SCHEDULE C**

**CERTIFICATE OF COMPLETION**

WHEREAS, the City of Grand Rapids, Minnesota (the "City"), Itasca County, Minnesota, and Innovative Developers, LLP ("Developer") entered into a certain Contract for Private Development dated as of January 1, 2013 ("Contract"), filed as Document No. \_\_\_\_\_ at the office of the County Recorder; and

WHEREAS, the Contract contains certain covenants and restrictions set forth in Articles III and IV thereof related to completing certain Minimum Improvements; and

WHEREAS, the Developer has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all construction and other physical improvements related to the Minimum Improvements specified to be done and made by the Developer have been completed and the agreements and covenants in Articles III and IV of the Contract have been performed by the Developer, and this Certificate is intended to be a conclusive determination of the satisfactory termination of the covenants and conditions of Articles III and IV of the Contract related to completion of the Minimum Improvements, but any other covenants in the Contract shall remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

CITY OF GRAND RAPIDS, MINNESOTA

By \_\_\_\_\_  
City Representative



STATE OF MINNESOTA    )  
  ) SS.  
COUNTY OF ITASCA     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, the \_\_\_\_\_ of the City of Grand Rapids, Minnesota,  
on behalf of the City.

\_\_\_\_\_  
Notary Public

This document drafted by:

Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
Minneapolis, MN 55402



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 13-0011      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/9/2013      **In control:** Community Development  
**On agenda:** 1/14/2013      **Final action:** 1/14/2013  
**Title:** Consider adopting a resolution granting a property tax abatement and approving a contract for private development for certain property in the City of Grand Rapids.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Grand Rapids abatement reso Grand View Terrace - 416841v1.pdf](#)

Date	Ver.	Action By	Action	Result
1/14/2013	1	City Council		

*Title*

Consider adopting a resolution granting a property tax abatement and approving a contract for private development for certain property in the City of Grand Rapids.

*Body*

**Background Information:**

Following the public hearing to consider a tax abatement, the Council may consider the public testimony as well as the recommendation provided by GREDA and take action on the proposed resolution with approves entering into the Contract for Private Development.

**Requested City Council Action**

Consider adopting a resolution granting a property tax abatement and approving a contract for private development for certain property in the City of Grand Rapids.

**CITY OF GRAND RAPIDS, MINNESOTA**

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

**RESOLUTION GRANTING A PROPERTY TAX ABATEMENT  
AND APPROVING A CONTRACT FOR PRIVATE  
DEVELOPMENT FOR CERTAIN PROPERTY IN THE CITY OF  
GRAND RAPIDS**

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

Section 1. Recitals.

1.01. The City has determined a need to grant a property tax abatement (the "Abatement") pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815 (the "Act") to Grand View Terrace, LLC (a single-asset entity to be formed by Innovative Developers, LLP), a Minnesota limited liability company organized under the laws of the State of Minnesota (the "Developer"), for the construction of two 18-unit multifamily rental housing facilities and associated parking (the "Minimum Improvements") located on real property located in the City and described in Exhibit A attached hereto (the "Property").

1.02. On January 8, 2013, Itasca County (the "County") conducted a duly noticed public hearing on an abatement proposed to be provided by the County to the Developer and approved such County abatement.

1.03. This City Council has reviewed information concerning the above-referenced Minimum Improvements, including a Contract for Private Development (the "Development Agreement") proposed to be entered into by the City, the County, and the Developer. The Development Agreement is incorporated herein by reference.

1.04. On the date hereof, the City Council conducted a duly noticed public hearing on the Abatement proposed to be granted by the City to the Developer pursuant to the Development Agreement. The views of all interested persons were heard at the public hearing.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this Resolution.

2.02. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement, because (a) the City believes that the development to be facilitated is not reasonably likely to occur absent the Abatement, and (b) the long-term taxes collected from the Property after termination of the Abatement will far exceed the amount of the Abatement returned to the Developer.

2.03. It is hereby found and determined that the Abatement is in the public interest because such action will increase the tax base and help to redevelop a blighted area in the City.

2.04. It is further specifically found and determined that the Abatement is expected to result in the following public benefits:



- (a) Creation of an estimated \$2,825,100 increase in market value for property tax purposes, which will be available to all taxing jurisdictions after expiration of the Abatement.
- (b) Provision of increased housing options for City residents.
- (c) Elimination of known environmental hazards (asbestos and underground fuel storage tanks) on the Property.
- (d) Redevelopment of a key vacant site adjacent to the City's downtown business district which is currently at risk of blight.

Section 3. Actions Ratified; Abatement Approved; Development Agreement Approved.

3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this Resolution in accordance with the Act.

3.02. Subject to the provisions of the Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

- (a) The term "Abatement" means the real property taxes generated in any tax-payable year by extending the City's total tax rate for that year against the tax capacity of the Minimum Improvements and the Property in accordance with the Development Agreement, excluding the initial tax capacity of the land as of January 2, 2012 for tax-payable year 2013, and excluding the portion of the tax capacity attributable to the areawide tax under Minnesota Statutes, Chapter 276A.
- (b) The Abatement will be paid by the City to the Developer on the dates and in accordance with all the terms and conditions of the Development Agreement.
- (c) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year exceed the greater of 10% of the net tax capacity of the City for that year or \$200,000 (the "Abatement Cap"). The City may grant any other abatements permitted under the Act after the date of this Resolution, provided that to the extent the total abatements in any year exceed the Abatement Cap, the allocation of Abatement Cap to such other abatements is subordinate to the Abatement granted pursuant to this Resolution.
- (d) The Abatement shall commence in the first taxes payable year after the County Assessor's market value of the Property reflects the market value of the completed Minimum Improvements.
- (e) In no event shall the payment of Abatement to the Developer exceed a principal amount of \$186,424, with interest at 3.0%, or continue for more than fifteen years. The City currently estimates that it will pay an annual abatement of \$25,041 over ten years, but the actual amount may vary depending on the finalized market value of the Property each year and corresponding tax rates.
- (f) The Abatement is subject to modification in accordance with the Act, subject to the terms of the Development Agreement.
- (g) In accordance with Section 469.1815 of the Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this Resolution.

(h) The City makes no warranties or representations regarding the amount or availability of the Abatement.

(i) The Abatement shall be provided to the Developer pursuant to the terms and conditions of the Development Agreement as approved by the City Council.

3.03. The Development Agreement is hereby in all respects authorized, approved and confirmed and the Mayor, City Administrator, and City Clerk are hereby authorized and directed to execute and deliver the Development Agreement for and on behalf of the City in substantially the form now on file with the City but with such modifications as shall be deemed necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all modifications therein.

Section 4. Implementation. The Mayor, the City Administrator, and the City Clerk are authorized and directed to execute and deliver any additional agreements, certificates or other documents that the City determines are necessary to implement this Resolution.

Section 5. Effective Date. This Resolution is effective upon execution in full of the Development Agreement.

Approved by the City Council of the City of Grand Rapids, Minnesota, this 14th day of January, 2013.

**CITY OF GRAND RAPIDS, MINNESOTA**

\_\_\_\_\_  
Mayor

Attest:

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

**EXHIBIT A TO ABATEMENT RESOLUTION**

**THE PROPERTY**

Lots 1-24, Block 9 and the vacated north/south alley therein, Plat of Grand Rapids First Division, Itasca County, Minnesota.