



# CITY OF GRAND RAPIDS

CITY COUNCIL  
CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Meeting Agenda Full Detail City Council Work Session

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Monday, September 26, 2011

Conference Room 2A

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Immediately following the closed session.

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council will be held on Monday, September 26, 2011 immediately following the closed session in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

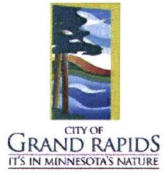
### Discussion Items

1. **11-1792** Discuss Depot Commons building and the Chamber Lease with Central School.  
**Attachments:** [2011 Lease Agreement depot commons 3](#)
2. **11-1788** Discuss 2011 levy/payable in 2012, tax rate, and 2012-2016 Infrastructure CIP.  
**Attachments:** [2012-2016 CIP Projects.pdf](#)  
[2012 proposed levy and tax rate.pdf](#)

**ADJOURN**

**Attest:**

**Shawn Gillen, City Administrator**



## Legislation Details (With Text)

**File #:** 11-1792      **Version:** 1      **Name:** Discuss Depot Commons building and Chamber Lease with Central School  
**Type:** Agenda Item      **Status:** CC Worksession  
**File created:** 9/21/2011      **In control:** City Council Work Session  
**On agenda:** 9/26/2011      **Final action:**  
**Title:** Discuss Depot Commons building and the Chamber Lease with Central School.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2011 Lease Agreement depot commons 3](#)

Date	Ver.	Action By	Action	Result
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*Title*

Discuss Depot Commons building and the Chamber Lease with Central School.

## **LEASE AGREEMENT**

This Lease Agreement, by and between the City of Grand Rapids, Minnesota hereinafter referred to as "Lessor" and Depot Commons, a duly incorporated 501(c)(3) non-profit organization, hereinafter referred to as "Lessee", entered into this **1st** day of **January, 2012**.

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

1.1 In consideration of and subject to the mutual covenants, condition and obligations of this Lease Agreement to be kept and performed, the Lessor does hereby lease and demise to Lessee the premises identified in Exhibit "A" attached hereto, comprising approximately 755 square feet together with the right to use in common with other lessees of the Central School their invitees, customer and employees, the elevators, stairways, halls, toilets and sanitary facilities, and all other general common facilities contained in the Central School, as well as the sidewalks, delivery areas, and appurtenances thereto, to be used by Lessee for the purposes generally described in Exhibit "B" attached hereto, in the Central School, Grand Rapids, Minnesota.

### **ARTICLE 2 - TERM**

2.1 This is a term lease, as such the term of this lease agreement shall commence on **January 1, 2012** and shall continue through **December 31, 2016**.

### **ARTICLE 3 -RENT**

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

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

costs; and (5) a capital reserve equal to 5% of the total projected operation costs, excluding the capital reserve. The term "operating costs for the Central School Building" shall not include the original capital investment or associated debt service.

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

3.2 Calendar year **2012** base rent shall be in the amount of \$\*\*\*\* per square foot annually, payable in equal monthly installments beginning on the **1ST** day of **January, 2012** and continuing on the first day of each month thereafter through **December 31, 2016**.

3.3 Base rent shall be adjusted effective January 1, of the second calendar year (January through December) of the term and each January 1 thereafter. Lessor shall notify Lessee of the adjusted base rent between October 15 and November 15 preceding the next rent adjustment. This annual adjustment shall not exceed 3% (three percent) of the prior year's base rent. The Lessee agrees to pay said increase up to, but not to exceed 3% (three percent) of the prior year's base rent by executing this agreement. Said rental increase of up to 3% (three percent) of the prior year's base rent is not valid grounds to terminate said lease as it is a mutually agreed upon term of this lease.

The adjusted base rent per square foot annually shall be paid in equal monthly installments of the first day of each month for twelve months beginning on the **January 1, 2012** effective date through **December 31, 2016**.

3.4 Conference Room (Suite 10): The Lessee shall also be able to use the Central School conference room (hereinafter referred to as Suite 10) at no additional cost. Suite 10 is available for use by all tenants of the Central School at no charge. However, Lessee shall have first priority over other tenants in using Suite 10. The Lessee will be solely responsible in managing and collecting rents from all parties who may use Suite 10 and will charge a fee set by the Central School Commission on a yearly basis. The Lessee will be allowed to keep 20% (twenty-percent) of all fees collected and will forward the remaining 80% (eighty percent) to the Central School Commission.

3.5 Lessee shall pay as additional rent a late charge in the amount of 1.5% of the monthly rental payment in the event that the monthly rental payment is received after the fifth day of the

month due. This late charge shall be exclusive of any other remedy which Lessor may have for Lessee's failure to timely pay rent.

3.6 At the commencement of the term of this Lease Agreement, Lessee shall furnish to Lessor a surety bond, letter of credit or cash deposit in an amount equivalent to three month's rent, to assure compliance with the provisions of this Lease Agreement. If Lessee fails to comply with the provisions of this Lease Agreement, Lessor shall be entitled, without further notice to Lessee, to call upon said surety bond, letter of credit or cash deposit to satisfy Lessee's obligation hereunder. Lessor's right to call upon the surety bond, letter of credit or cash deposit shall be exclusive of any other remedy which Lessor may have for Lessee's failure to comply with the provisions of this Lease Agreement. The surety bond or letter of credit furnished by Lessee shall be maintained in effect for the term of this Lease Agreement and during any period of holding over. If Lessee furnishes a cash deposit pursuant to this Paragraph, said cash deposit shall be held by Lessor for the term of this Lease Agreement unless earlier called upon by Lessor to satisfy Lessee's obligations hereunder. Said cash deposit shall be invested by Lessor and any interest earned shall be paid annually to Lessee.

Tenants who have demonstrated "acceptable" (on time) rent payments may have their deposit reduced to one month. Acceptable means at least three (3) years of on time rent payments. On time means rent has to be paid by the fifth (5<sup>th</sup>) day of the month that the rent is due.

If a tenant does not continue to maintain an "acceptable" rent payment schedule, the Central School Commission shall initiate the process to collect the payment from the deposit. The Commission shall then require three (3) months deposit.

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

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

**ARTICLE 4 - IMPROVEMENTS**

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

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

4.3 At the expiration or termination of the term of this Lease Agreement, all improvements and alterations made to the leased premises by Lessee shall remain with the leased premises and shall be the property of Lessor. Lessee shall, at its expense, remove Lessee's goods and effects, including trade fixtures, machinery, and equipment, and quit and deliver up the leased premises to Lessor, peaceably and quietly in as good order and condition as same were in on the original date of occupancy, reasonable wear and tear excepted. Any property left in the leased premises at the expiration or termination of this term of this lease shall be deemed to have been

abandoned and shall become the property of Lessor to be disposed of as Lessor deems expedient, with all costs of cleanup and disposal of goods abandoned at the leased premises to be paid by Lessee. Lessee shall not permit any mechanic's or materialmen's liens to stand against the leased premises or against the Central School and Lessor may require appropriate assurances by way of bond, deposit or other reasonable procedure to protect against such liens and may, should such liens arise out of Lessee's acts hereunder, pay and discharge same and such amounts shall become due and payable to Lessor from Lessee with interest at the rate of eight percent (8%), or such greater amount as shall then be permitted by law, per annum.

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

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

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

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

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

6.1 Lessor shall furnish such heat, water, sewer, electricity, elevator services, central air conditioning and garbage removal in and about the leased premises as shall be necessary, in Lessor's judgment, for comfortable occupancy of the leased premises, under normal business conditions.

Lessor's obligation to provide electricity to the leased premises shall include only electricity for standard building lighting and office use. Any electricity supplied to the leased premises for extraordinary purposes, such as kitchen equipment, refrigeration equipment and air conditioning units, shall be paid by the Lessee upon Lessor's billing of same.

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

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

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

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

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

7.1 Lessee shall use the leased premises only for the purpose of purposes generally described in Exhibit "B". If a tenant uses the subject property in any manner other than that described in Exhibit "B", said use will be grounds for termination of this lease. Lessee shall keep the leased premises in a clean, orderly and safe condition and shall not permit any hazardous or dangerous activity thereon or any activity which will increase insurance risks or premiums on the leased premises. Lessee shall at all times comply with all statutes, ordinances, codes, and



regulations of any governmental authority concerning the use and maintenance of the leased premises and the Central School. Lessee shall not overload the floors in the leased premises.

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

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

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

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

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

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

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

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

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

#### **ARTICLE 9 - BOARD OF DIRECTORS, MANAGER**

9.1 The Grand Rapids City Council shall appoint a Central School Commission consisting of seven (7) members, to be known as the Central School Commission, at least one of whom shall be a representative of a current for-profit tenant of Central School, and at least one shall be a representative of a current non-profit tenant. The City Council may delegate rights and duties to said Central School Commission to act as Lessor as the City Council, in its sole discretion, deems appropriate from time to time. To the extent that the City Council shall delegate to said Central School Commission the rights and duties of Lessor under this Lease Agreement, Lessee shall abide

by said delegation and shall deem the actions of the Central School Commission to be those of Lessor for purposes of the terms and conditions of this Lease Agreement.

9.2 Lessor reserves the right to retain the services of a manager for Central School at any time prior to the expiration of the term of this Lease Agreement. The duties of said manager may include, but need not be limited to building promotion, program development and coordination of tenant activities. The decision as to whether to retain such a manager, when to do so, who to retain, and the duties of said manger shall be exclusively in the discretion of Lessor. Expenses incurred by Lessor in retaining the services of a manager shall be included within "operating costs".

#### **ARTICLE 10 - INSURANCE**

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

10.2 Notwithstanding anything in this Lease Agreement to the contrary, Lessor shall not be liable to Lessee and Lessee shall not be liable to Lessor for any damage to or destruction of the

Central School Building by fire or other perils or for any claim or cause of action arising out of any death, injury or damage to property in, on or about the leased premises or the common areas or exterior grounds of Central School. Lessor and Lessee shall furnish to each other appropriate written consents from their respective insurers to this waiver of liability provision.

#### **ARTICLE 11 - LESSOR ACCESS**

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

#### **ARTICLE 12 - FIRE OR OTHER CASUALTY: CONDEMNATION**

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

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

#### **ARTICLE 13- ARBITRATION**

13.1 Any unresolved dispute arising under the terms of this Lease may be submitted to arbitration in accordance with the provisions of the Uniform Arbitration Act of the State of Minnesota, such arbitration to be conducted in Itasca County, Minnesota, by a board of arbitrators composed of three (3) members. Lessor shall appoint one (1) arbitrator, Lessee shall appoint one (1) arbitrator, and those two arbitrators shall select a third arbitrator. The party demanding arbitration will notify the other party in writing, specifying the matter to be submitted to arbitration and the name of the arbitrator selected by the party making such demand. Upon receipt of such written notice, the other party shall have ten (10) days in which to notify the demanding party of its selection of an arbitrator and of any unresolved dispute which such other party desire to also have submitted to the arbitration panel. The two arbitrators so selected shall have ten (10) days in which to select a third arbitrator. In the event the third arbitrator is not selected within ten (10) days, the third arbitrator shall be appointed by the District Court of Itasca County, Minnesota, upon application of any party after at least eight (8) days notice to the other party of such application. Within thirty (30) days after appointment of the third arbitrator, the arbitration panel shall be convened to consider the issue(s) submitted and to render a decision. A decision in which any two of the arbitrators so appointed shall concur shall in all cases be binding and conclusive upon the parties.

Arbitration shall be the exclusive remedy for the settlement of unresolved disputes arising under this Lease Agreement and no action at law or in equity shall be instituted by any party hereto other than to enforce the award of the arbitrators or to take an appeal from same to District Court. Each party shall pay the fees and expenses of the arbitrator appointed by such party and the fees and expenses, if any, of the third arbitrator shall be borne equally by both parties. Provided, however, this Article shall not preclude Lessor from initiating an unlawful detainer action for non-payment of rent.

**ARTICLE 14 - QUIET POSSESSION**

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

**ARTICLE 15 - NOTICE**

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

To Lessee:	Depot Commons
To: Lessor	City Administrator City Hall 420 N. Pokegama Avenue Grand Rapids, MN 55744

**ARTICLE 16 - ASSIGNMENT, SUBLETTING**

16.1 Lessee agrees that neither the leased premises nor any part thereof shall be sublet nor shall this Lease Agreement be assigned by Lessee without prior written consent of Lessor, which

consent shall not be unreasonably withheld. If Lessor does give consent, such consent shall not release Lessee from its obligation hereunder, unless a release is specifically given by Lessor. Lessor agrees that Lessee as the supporting organization of the Grand Rapids Chamber of Commerce shall be allowed to utilize the lease space to operate said Chamber of Commerce.

#### **ARTICLE 17 - NO PARTNERSHIP**

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

#### **ARTICLE 18 - DEFAULT BY LESSEE**

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

Alternatively, Lessor may at its election and upon written notice to Lessee declare this Lease Agreement forfeited and void under the condition set forth above, and lessor may re-enter and take full and absolute possession of said premises as the owner thereof, free from any right or

claim of Lessee or any person or persons claiming through or under Lessee, and such election and re-entry shall be and constitute an absolute bar to any right to enter by Lessee. The commencement by Lessor of any action to recover possession of the leased premises or any part thereof shall not be deemed an election by Lessor to treat this Lease Agreement as void and terminated, without the written notice above specified.

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

#### **ARTICLE 19 - DEFAULT BY LESSOR, LESSEE**

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

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

#### **ARTICLE 20 - HOLDING OVER**



20.1 Any holding over by Lessee of the leased premises after the expiration or termination of the term of this Lease without consent of Lessor shall constitute a default by Lessee hereunder and Lessee shall be liable and responsible for all damages and costs sustained by Lessor thereby. Said holding over shall constitute Lessee to be a tenant from, subject to all the conditions, provisions and obligations of this Lease Agreement insofar as the same can be applicable to a month-to-month tenancy. A tenant will not be allowed to hold over for a period longer than three (3) months from the termination date of the lease. If a tenant does wish to rent for a period extending beyond the three (3) month hold over period, said tenant must sign a new lease upon mutually agreed terms.

20.2 HOLD OVER TERMS. Upon request of the below-signed tenant, said tenant hereby invokes his/her opportunity to hold over for a period not to exceed three (3) months. Said tenant agrees to hold over and rent the above-described property from \_\_\_\_\_ to \_\_\_\_\_ for a rental price of \$ \_\_\_\_\_, plus an additional 10% of that price as asserted in 20.1. The tenant must vacate the property by the end of the term specified above, or sign a new lease before the term expires.

Tenant's Signature \_\_\_\_\_

Grand Rapids City Official \_\_\_\_\_

#### **ARTICLE 21 - WAIVER, MODIFICATION, ENTIRE AGREEMENT**

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

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

21.3 Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the Central School except as herein expressly set

forth, and no rights, privileges, easements or licenses are acquired by Lessee except as herein expressly set forth.

**ARTICLE 22 - WINDOW TREATMENT**

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

**ARTICLE 23 - PARKING**

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

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

LESSOR:

\_\_\_\_\_  
Mayor

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

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

LESSEE:

DEPOT COMMONS

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

Its \_\_\_\_\_

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

Exhibit A – Location in the Building

\_\_\_\_\_ is located on the \_\_\_\_\_ of Central School,  
consisting of \_\_\_\_\_ square feet.

## Exhibit B – Use of Space

The space leased by Depot Commons is used for operating the Grand Rapids Chamber of Commerce.

Anything outside of the scope of business should be brought to the Tenant's Committee and the Central School Commission. The Commission can restrict certain types of activities, in that they exceed the scope for which the property was leased. The Commission will serve notice upon the offenders to cease and desist from certain activities. If the problem continues, the Commission may terminate the lease.

Exhibit C – Improvements

TO BE DESCRIBED



Legislation Details (With Text)

**File #:** 11-1788      **Version:** 1      **Name:** Discuss Levy, Tax Rate, and CIP  
**Type:** Agenda Item      **Status:** CC Worksession  
**File created:** 9/20/2011      **In control:** City Council Work Session  
**On agenda:** 9/26/2011      **Final action:**  
**Title:** Discuss 2011 levy/payable in 2012, tax rate, and 2012-2016 Infrastructure CIP.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2012-2016 CIP Projects.pdf](#)  
[2012 proposed levy and tax rate.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Discuss 2011 levy/payable in 2012, tax rate, and 2012-2016 Infrastructure CIP.

*Body*

**Background Information:**

The County was able to provide the preliminary tax capacity numbers and fiscal disparities numbers for 2012. The overall tax capacity went down from \$8,806,343 for 2011 to \$8,223,764 for 2012. That is a \$582,000 reduction in taxable tax capacity. There was a small change in both the fiscal disparities contribution and distribution. We have attached an updated spreadsheet. Without changing the levy, the tax rate would be 72.035%. The projected tax rate when the preliminary levy was certified was 67.381%.

Also attached are several reports for the preliminary discussion on the infrastructure CIP projects for 2012-2016.

- \*Funding Source Summary-shows a recap of all projects for each year and the required funding.
- \*Projects & Funding Sources by Department-lists each project individually and the funding sources.
- \*Projects by Funding Source-lists the different sources of funding and the projects requiring that funding. Note "GO Bonds", " GO Reconstruction Bonds", and "MSAS Bonding"
- \*Levy Comparisons for Years 2011-2016 based on 2012-2016 CIP Requests.

**Requested City Council Action**

Discuss 2011 levy/payable in 2012, tax rate, and 2012-2016 Infrastructure CIP.

City of Grand Rapids, Minnesota  
*Amended Capital Improvement Plan*  
 2012 thru 2016

**FUNDING SOURCE SUMMARY**

Source	2012	2013	2014	2015	2016	Total
Assessments	1,078,978	494,800	817,208	1,119,250	245,000	3,755,236
ATP Funds-Infrastructure	125,000					125,000
Federal Other				1,673,028		1,673,028
General Fund		214,500				214,500
GO Bonds	1,282,466	497,996	1,211,950	1,981,709		4,974,121
GO Reconstruction Bonds	908,686	3,073,739	1,410,077	495,667	2,969,520	8,857,689
GR Public Utilities-Sanitary	547,738	601,100		143,000	186,600	1,478,438
GR Public Utilities-Water Main	1,095,533	599,900	305,700	143,000	301,080	2,445,213
MSAS-Bonding	3,325,841			800,000		4,125,841
PIR	70,000					70,000
ST/MN-DNR				118,257		118,257
ST/MN-IRR				300,000		300,000
Storm Water Utility	100,000	50,000	50,000			200,000
<b>GRAND TOTAL</b>	<b>8,534,242</b>	<b>5,532,035</b>	<b>3,794,935</b>	<b>6,773,911</b>	<b>3,702,200</b>	<b>28,337,323</b>

City of Grand Rapids, Minnesota  
*Amended Capital Improvement Plan*  
 2012 thru 2016

**PROJECTS & FUNDING SOURCES BY DEPARTMENT**

Department	Project#	Priority	2012	2013	2014	2015	2016	Total
<b>Engineering</b>								
14th Street to Ridgewood Road - Phase 1	2012/2001-14	1	1,061,667					1,061,667
<i>MSAS-Bonding</i>			991,667					991,667
<i>PIR</i>			70,000					70,000
4th St SW/SE (2nd Ave W - 7th Ave E)	2012/2004-3	2	3,107,982					3,107,982
<i>Assessments</i>			102,300					102,300
<i>ATP Funds-Infrastructure</i>			125,000					125,000
<i>GO Reconstruction Bonds</i>			309,208					309,208
<i>GR Public Utilities-Sanitary</i>			412,700					412,700
<i>GR Public Utilities-Water Main</i>			899,600					899,600
<i>MSAS-Bonding</i>			1,209,174					1,209,174
<i>Storm Water Utility</i>			50,000					50,000
4th & 5th Ave NE (5th St)	2012/2007-5	2	592,552					592,552
<i>Assessments</i>			188,578					188,578
<i>GO Reconstruction Bonds</i>			286,353					286,353
<i>GR Public Utilities-Sanitary</i>			36,938					36,938
<i>GR Public Utilities-Water Main</i>			80,683					80,683
10th Ave NE (5th St - 7th St)	2012/2011-1	2	564,575					564,575
<i>Assessments</i>			38,100					38,100
<i>GO Reconstruction Bonds</i>			313,125					313,125
<i>GR Public Utilities-Sanitary</i>			98,100					98,100
<i>GR Public Utilities-Water Main</i>			115,250					115,250
Horseshoe LK RD - GCR to 21st Street SW	2012/2011-6	1	2,498,528					2,498,528
<i>Assessments</i>			625,000					625,000
<i>GO Bonds</i>			698,528					698,528
<i>MSAS-Bonding</i>			1,125,000					1,125,000
<i>Storm Water Utility</i>			50,000					50,000
Remer-DeSchepper Overlays-Rural	2012/2012-4A	2	708,938					708,938
<i>Assessments</i>			125,000					125,000
<i>GO Bonds</i>			583,938					583,938
4th Ave NW (9th - 13th)	2013/2009-1	2		1,378,644				1,378,644
<i>Assessments</i>				98,800				98,800
<i>GO Reconstruction Bonds</i>				830,544				830,544
<i>GR Public Utilities-Sanitary</i>				273,500				273,500
<i>GR Public Utilities-Water Main</i>				125,800				125,800
<i>Storm Water Utility</i>				50,000				50,000
City Wide Overlays-Urban	2013/2010-2	1		622,496				622,496
<i>Assessments</i>				124,500				124,500
<i>GO Bonds</i>				497,996				497,996
7th St and 11th Avenue NE	2013/2011-3	2		1,070,284				1,070,284
<i>Assessments</i>				114,100				114,100
<i>GO Reconstruction Bonds</i>				937,084				937,084
<i>GR Public Utilities-Sanitary</i>				19,100				19,100
Golf Course Road Improvements	2013/2011-5	2		214,500				214,500
<i>General Fund</i>				214,500				214,500



Department	Project#	Priority	2012	2013	2014	2015	2016	Total
6th St NE (2nd Ave - 5th Ave)	2013/2012-1	2		865,119				865,119
<i>Assessments</i>				56,100				56,100
<i>GO Reconstruction Bonds</i>				482,119				482,119
<i>GR Public Utilities-Sanitary</i>				150,300				150,300
<i>GR Public Utilities-Water Main</i>				176,600				176,600
9th St NE (1st Ave to Reynolds)	2013/2012-2	2		910,650				910,650
<i>Assessments</i>				58,900				58,900
<i>GO Reconstruction Bonds</i>				507,650				507,650
<i>GR Public Utilities-Sanitary</i>				158,200				158,200
<i>GR Public Utilities-Water Main</i>				185,900				185,900
4th Ave NE (5th St - 7th St)	2013/2012-3	2		470,342				470,342
<i>Assessments</i>				42,400				42,400
<i>GO Reconstruction Bonds</i>				316,342				316,342
<i>GR Public Utilities-Water Main</i>				111,600				111,600
2nd Ave SE (10th St - 11th St)	2014/2002-4	2			322,408			322,408
<i>Assessments</i>					322,408			322,408
3rd Ave NE (5th - 8th)	2014/2010-1	2			995,108			995,108
<i>Assessments</i>					76,600			76,600
<i>GO Reconstruction Bonds</i>					672,708			672,708
<i>GR Public Utilities-Water Main</i>					245,800			245,800
Crystal Lake Blvd 1st Ave NW - 12th St NE	2014/2011-2	2			880,969			880,969
<i>Assessments</i>					83,700			83,700
<i>GO Reconstruction Bonds</i>					737,369			737,369
<i>GR Public Utilities-Water Main</i>					59,900			59,900
City Wide Overlays-Urban	2014/2011-4A	1			540,000			540,000
<i>Assessments</i>					100,000			100,000
<i>GO Bonds</i>					390,000			390,000
<i>Storm Water Utility</i>					50,000			50,000
City Wide Overlays-Urban	2014/2012-4	2			861,450			861,450
<i>Assessments</i>					194,500			194,500
<i>GO Bonds</i>					666,950			666,950
City Wide Overlays-Rural	2014/2013-2	1			195,000			195,000
<i>Assessments</i>					40,000			40,000
<i>GO Bonds</i>					155,000			155,000
21st St SW (3rd Ave to Horseshoe Lk Rd)	2015/2003-18	2				1,552,829		1,552,829
<i>Assessments</i>						389,496		389,496
<i>GO Bonds</i>						663,333		663,333
<i>MSAS-Bonding</i>						500,000		500,000
Mississippi Riverfront Bridge	2015/2010-5	1				2,091,285		2,091,285
<i>Federal Other</i>						1,673,028		1,673,028
<i>ST/MN-DNR</i>						118,257		118,257
<i>ST/MN-IRR</i>						300,000		300,000
Elida Drive Extension	2015/2012-5	2				897,130		897,130
<i>Assessments</i>						353,254		353,254
<i>GO Bonds</i>						243,876		243,876
<i>MSAS-Bonding</i>						300,000		300,000
City Wide Overlay-Urban	2015/2013-2B	1				383,500		383,500
<i>Assessments</i>						75,000		75,000
<i>GO Bonds</i>						308,500		308,500
2nd Avenue NE (6th to 8th)	2015/2014-2	1				891,667		891,667
<i>Assessments</i>						110,000		110,000
<i>GO Reconstruction Bonds</i>						495,667		495,667
<i>GR Public Utilities-Sanitary</i>						143,000		143,000
<i>GR Public Utilities-Water Main</i>						143,000		143,000
City Wide Overlays-Rural	2015/2014-3	1				487,500		487,500
<i>Assessments</i>						97,500		97,500
<i>GO Bonds</i>						390,000		390,000

Department	Project#	Priority	2012	2013	2014	2015	2016	Total
City Wide Overlays-Urban	2015/2014-3B	1				470,000		470,000
<i>Assessments</i>						94,000		94,000
<i>GO Bonds</i>						376,000		376,000
NW Street Reconstruction	2016/2016-1	1					3,702,200	3,702,200
<i>Assessments</i>							245,000	245,000
<i>GO Reconstruction Bonds</i>							2,969,520	2,969,520
<i>GR Public Utilities-Sanitary</i>							186,600	186,600
<i>GR Public Utilities-Water Main</i>							301,080	301,080
Engineering Total			8,534,242	5,532,035	3,794,935	6,773,911	3,702,200	28,337,323
GRAND TOTAL			8,534,242	5,532,035	3,794,935	6,773,911	3,702,200	28,337,323

City of Grand Rapids, Minnesota  
 Amended Capital Improvement Plan  
 2012 thru 2016

**PROJECTS BY FUNDING SOURCE**

Source	Project#	Priority	2012	2013	2014	2015	2016	Total
<b>Assessments</b>								
4th St SW/SE (2nd Ave W - 7th Ave E)	2012/2004-3	2	102,300					102,300
4th & 5th Ave NE (5th St)	2012/2007-5	2	188,578					188,578
10th Ave NE (5th St - 7th St)	2012/2011-1	2	38,100					38,100
Horseshoe LK RD - GCR to 21st Street SW	2012/2011-6	1	625,000					625,000
Remer-DeSchepper Overlays-Rural	2012/2012-4A	2	125,000					125,000
4th Ave NW (9th - 13th)	2013/2009-1	2		98,800				98,800
City Wide Overlays-Urban	2013/2010-2	1		124,500				124,500
7th St and 11th Avenue NE	2013/2011-3	2		114,100				114,100
6th St NE (2nd Ave - 5th Ave)	2013/2012-1	2		56,100				56,100
9th St NE (1st Ave to Reynolds)	2013/2012-2	2		58,900				58,900
4th Ave NE (5th St - 7th St)	2013/2012-3	2		42,400				42,400
2nd Ave SE (10th St - 11th St)	2014/2002-4	2			322,408			322,408
3rd Ave NE (5th - 8th)	2014/2010-1	2			76,600			76,600
Crystal Lake Blvd 1st Ave NW - 12th St NE	2014/2011-2	2			83,700			83,700
City Wide Overlays-Urban	2014/2011-4A	1			100,000			100,000
City Wide Overlays-Urban	2014/2012-4	2			194,500			194,500
City Wide Overlays-Rural	2014/2013-2	1			40,000			40,000
21st St SW (3rd Ave to Horseshoe Lk Rd)	2015/2003-18	2				389,496		389,496
Elida Drive Extension	2015/2012-5	2				353,254		353,254
City Wide Overlay-Urban	2015/2013-2B	1				75,000		75,000
2nd Avenue NE (6th to 8th)	2015/2014-2	1				110,000		110,000
City Wide Overlays-Rural	2015/2014-3	1				97,500		97,500
City Wide Overlays-Urban	2015/2014-3B	1				94,000		94,000
NW Street Reconstruction	2016/2016-1	1					245,000	245,000
<b>Assessments Total</b>			<b>1,078,978</b>	<b>494,800</b>	<b>817,208</b>	<b>1,119,250</b>	<b>245,000</b>	<b>3,755,236</b>
<b>ATP Funds-Infrastructure</b>								
4th St SW/SE (2nd Ave W - 7th Ave E)	2012/2004-3	2	125,000					125,000
<b>ATP Funds-Infrastructure Total</b>			<b>125,000</b>					<b>125,000</b>
<b>Federal Other</b>								
Mississippi Riverfront Bridge	2015/2010-5	1				1,673,028		1,673,028
<b>Federal Other Total</b>						<b>1,673,028</b>		<b>1,673,028</b>
<b>General Fund</b>								
Golf Course Road Improvements	2013/2011-5	2		214,500				214,500
<b>General Fund Total</b>				<b>214,500</b>				<b>214,500</b>

Source	Project#	Priority	2012	2013	2014	2015	2016	Total
<b>GO Bonds</b>								
Horseshoe LK RD - GCR to 21st Street SW	2012/2011-6	1	698,528					698,528
Remer-DeSchepper Overlays-Rural	2012/2012-4A	2	583,938					583,938
City Wide Overlays-Urban	2013/2010-2	1		497,996				497,996
City Wide Overlays-Urban	2014/2011-4A	1			390,000			390,000
City Wide Overlays-Urban	2014/2012-4	2			666,950			666,950
City Wide Overlays-Rural	2014/2013-2	1			155,000			155,000
21st St SW (3rd Ave to Horseshoe Lk Rd)	2015/2003-18	2				663,333		663,333
Elida Drive Extension	2015/2012-5	2				243,876		243,876
City Wide Overlay-Urban	2015/2013-2B	1				308,500		308,500
City Wide Overlays-Rural	2015/2014-3	1				390,000		390,000
City Wide Overlays-Urban	2015/2014-3B	1				376,000		376,000
<b>GO Bonds Total</b>			<b>1,282,466</b>	<b>497,996</b>	<b>1,211,950</b>	<b>1,981,709</b>		<b>4,974,121</b>

<b>GO Reconstruction Bonds</b>								
4th St SW/SE (2nd Ave W - 7th Ave E)	2012/2004-3	2	309,208					309,208
4th & 5th Ave NE (5th St)	2012/2007-5	2	286,353					286,353
10th Ave NE (5th St - 7th St)	2012/2011-1	2	313,125					313,125
4th Ave NW (9th - 13th)	2013/2009-1	2		830,544				830,544
7th St and 11th Avenue NE	2013/2011-3	2		937,084				937,084
6th St NE (2nd Ave - 5th Ave)	2013/2012-1	2		482,119				482,119
9th St NE (1st Ave to Reynolds)	2013/2012-2	2		507,650				507,650
4th Ave NE (5th St - 7th St)	2013/2012-3	2		316,342				316,342
3rd Ave NE (5th - 8th)	2014/2010-1	2			672,708			672,708
Crystal Lake Blvd 1st Ave NW - 12th St NE	2014/2011-2	2			737,369			737,369
2nd Avenue NE (6th to 8th)	2015/2014-2	1				495,667		495,667
NW Street Reconstruction	2016/2016-1	1					2,969,520	2,969,520
<b>GO Reconstruction Bonds Total</b>			<b>908,686</b>	<b>3,073,739</b>	<b>1,410,077</b>	<b>495,667</b>	<b>2,969,520</b>	<b>8,857,689</b>

<b>GR Public Utilities-Sanitary</b>								
4th St SW/SE (2nd Ave W - 7th Ave E)	2012/2004-3	2	412,700					412,700
4th & 5th Ave NE (5th St)	2012/2007-5	2	36,938					36,938
10th Ave NE (5th St - 7th St)	2012/2011-1	2	98,100					98,100
4th Ave NW (9th - 13th)	2013/2009-1	2		273,500				273,500
7th St and 11th Avenue NE	2013/2011-3	2		19,100				19,100
6th St NE (2nd Ave - 5th Ave)	2013/2012-1	2		150,300				150,300
9th St NE (1st Ave to Reynolds)	2013/2012-2	2		158,200				158,200
2nd Avenue NE (6th to 8th)	2015/2014-2	1				143,000		143,000
NW Street Reconstruction	2016/2016-1	1					186,600	186,600
<b>GR Public Utilities-Sanitary Total</b>			<b>547,738</b>	<b>601,100</b>		<b>143,000</b>	<b>186,600</b>	<b>1,478,438</b>

<b>GR Public Utilities-Water Main</b>								
4th St SW/SE (2nd Ave W - 7th Ave E)	2012/2004-3	2	899,600					899,600
4th & 5th Ave NE (5th St)	2012/2007-5	2	80,683					80,683
10th Ave NE (5th St - 7th St)	2012/2011-1	2	115,250					115,250
4th Ave NW (9th - 13th)	2013/2009-1	2		125,800				125,800
6th St NE (2nd Ave - 5th Ave)	2013/2012-1	2		176,600				176,600
9th St NE (1st Ave to Reynolds)	2013/2012-2	2		185,900				185,900
4th Ave NE (5th St - 7th St)	2013/2012-3	2		111,600				111,600
3rd Ave NE (5th - 8th)	2014/2010-1	2			245,800			245,800

Source	Project#	Priority	2012	2013	2014	2015	2016	Total
Crystal Lake Blvd 1st Ave NW - 12th St NE	2014/2011-2	2			59,900			59,900
2nd Avenue NE (6th to 8th)	2015/2014-2	1				143,000		143,000
NW Street Reconstruction	2016/2016-1	1					301,080	301,080
<b>GR Public Utilities-Water Main Total</b>			<b>1,095,533</b>	<b>599,900</b>	<b>305,700</b>	<b>143,000</b>	<b>301,080</b>	<b>2,445,213</b>
<b>MSAS-Bonding</b>								
14th Street to Ridgewood Road - Phase 1	2012/2001-14	1	991,667					991,667
4th St SW/SE (2nd Ave W - 7th Ave E)	2012/2004-3	2	1,209,174					1,209,174
Horseshoe LK RD - GCR to 21st Street SW	2012/2011-6	1	1,125,000					1,125,000
21st St SW (3rd Ave to Horseshoe Lk Rd)	2015/2003-18	2				500,000		500,000
Elida Drive Extension	2015/2012-5	2				300,000		300,000
<b>MSAS-Bonding Total</b>			<b>3,325,841</b>			<b>800,000</b>		<b>4,125,841</b>
<b>PIR</b>								
14th Street to Ridgewood Road - Phase 1	2012/2001-14	1	70,000					70,000
<b>PIR Total</b>			<b>70,000</b>					<b>70,000</b>
<b>ST/MN-DNR</b>								
Mississippi Riverfront Bridge	2015/2010-5	1				118,257		118,257
<b>ST/MN-DNR Total</b>						<b>118,257</b>		<b>118,257</b>
<b>ST/MN-IRR</b>								
Mississippi Riverfront Bridge	2015/2010-5	1				300,000		300,000
<b>ST/MN-IRR Total</b>						<b>300,000</b>		<b>300,000</b>
<b>Storm Water Utility</b>								
4th St SW/SE (2nd Ave W - 7th Ave E)	2012/2004-3	2	50,000					50,000
Horseshoe LK RD - GCR to 21st Street SW	2012/2011-6	1	50,000					50,000
4th Ave NW (9th - 13th)	2013/2009-1	2		50,000				50,000
City Wide Overlays-Urban	2014/2011-4A	1			50,000			50,000
<b>Storm Water Utility Total</b>			<b>100,000</b>	<b>50,000</b>	<b>50,000</b>			<b>200,000</b>
<b>GRAND TOTAL</b>			<b>8,534,242</b>	<b>5,532,035</b>	<b>3,794,935</b>	<b>6,773,911</b>	<b>3,702,200</b>	<b>28,337,323</b>

# CITY OF GRAND RAPIDS

## LEVY COMPARISONS FOR YEARS 2011- 2016

Based on 2012 -2016 CIP Requests

	2011 Levy Payable 2012 Amount	2012 Levy Payable 2013 Amount	2013 Levy Payable 2014 Amount	2014 Levy Payable 2015 Amount	2015 Levy Payable 2016 Amount	2016 Levy Payable 2017 Amount
<b>Levies for Infrastructure:</b>						
2001 Improvement Bonds	\$ 12,864	\$ 12,743	\$ 12,575	\$ 17,609	\$ 17,083	\$ -
2004 Improvement Bonds	106,460	111,112	49,285	50,077	50,691	51,127
2005 Improvement Bonds	50,933	51,089	48,668	49,056	49,475	42,064
2007 Improvement Bonds	119,947	117,311	119,923	122,325	119,268	116,210
2006C Prj 2004-1B Sp Levy	27,852	26,776	26,777	25,700	24,646	23,549
2002/2006 Prj 2001-6 Sp Lev	33,217	31,900	30,600	29,291	27,983	26,674
2008 Improvement Bonds	153,645	150,866	152,983	149,644	146,012	147,630
2008 Prj 2007-7 Sp Levy	2,749	2,645	2,749	2,645	2,540	2,436
2009 Improvement Bonds	339,466	339,888	345,297	318,543	303,278	307,320
2009 Equipment Certificates	138,320	141,067	138,117	140,268	141,967	145,179
2010 Improvement Bonds	153,541	150,489	145,941	140,973	135,610	140,381
Adjustment for Debt Study	(62,500)	(62,500)	(62,500)	(70,929)	(44,730)	(34,500)
2011 Improvement Bonds	65,000	58,239	58,240	58,104	57,833	57,357
<b>2012 Improvement Bonds</b>	<b>-</b>	<b>213,899</b>	<b>195,112</b>	<b>193,113</b>	<b>191,082</b>	<b>189,021</b>
2013 Improvement Bonds	-	-	348,670	318,045	314,786	311,476
2014 Improvement Bonds	-	-	-	255,961	233,477	231,085
2015 Improvement Bonds	-	-	-	-	241,839	220,598
2016 Improvement Bonds	-	-	-	-	-	289,883
<b>Total Debt Service Levies</b>	<b>\$ 1,141,494</b>	<b>\$ 1,345,524</b>	<b>\$ 1,612,437</b>	<b>\$ 1,800,425</b>	<b>\$ 2,012,840</b>	<b>\$ 2,267,490</b>
Percent increase		17.87%	19.84%	11.66%	11.80%	12.65%

**PROJECTED LEVY & TAX RATE  
CITY OF GRAND RAPIDS**

**PREVIOUSLY CERTIFIED LEVIES AND 2011 PROPOSED LEVY**

September 26, 2011 Budget Meeting with Tax Capacity and Fiscal Disparity Numbers from the County

	2007 Levy Payable 2008	2008 Levy Payable 2009	2009 Levy Payable 2010	2010 Levy Payable 2011	2011 Levy Payable 2012	
General Fund	\$ 3,508,225	3,388,239	3,202,531	3,466,821	3,516,821	1.44%
Library Fund	579,566	577,376	519,716	534,716	524,716	-1.87%
Cemetery	-	-	-	175,000	175,000	0.00%
GREDA Levy	45,000	45,000	45,000	50,000	50,000	0.00%
Levy for Internal Loan-2011 Equip Purchases	-	-	-	-	136,000	
Special Levies	8,000	8,000	8,000	8,000	8,000	0.00%
Bonded Indebtedness	625,480	824,333	\$1,151,272	1,093,789	1,141,494	4.36%
<b>GROSS LEVY</b>	<b>4,766,271</b>	<b>4,842,948</b>	<b>4,926,519</b>	<b>5,328,327</b>	<b>5,552,031</b>	4.20%
Less:						
Fund Balance Contribution	(150,000)	-	-	-	-	
<b>CERTIFIED LEVY</b>	<b>\$4,616,271</b>	<b>\$4,842,948</b>	<b>\$4,926,519</b>	<b>5,328,327</b>	<b>5,552,031</b>	
		4.91%	1.73%	8.16%	4.20%	

**2011 ESTIMATED TAX CAPACITY AND PROPOSED LEVY**

TAX CAPACITY	\$8,223,764
Less:	
JOBZ	-
TIF Captured tax increment	(132,575)
Fiscal Disparities contribution	(1,075,330)
<b>Taxable tax capacity*</b>	<b>\$7,015,859</b>

CERTIFIED LEVY	\$5,552,031
Less:	
Fiscal disparities distribution levy	(498,125)
<b>Net amount levied to property owners</b>	<b>\$5,053,906</b>

**2002 - 2010 TAXABLE TAX CAPACITY, CERTIFIED LEVY and CITY TAX RATE  
and 2011 ESTIMATED TAXABLE TAX CAPACITY  
and 2011 ESTIMATED LEVY and CITY TAX RATE**

TAX YEAR PAYABLE	TAXABLE TAX CAPACITY	NET CERTIFIED LEVY	CITY TAX RATE	CITY/TOWNSHIP TAX RATE	TOTAL TAX RATE
2002	\$ 4,013,622	\$ 3,221,066	80.169	2.696	82.865
2003	4,667,797	3,487,514	76.387	5.031	81.418
2004	4,883,098	3,774,982	79.273	4.625	83.898
2005	5,402,830	3,868,947	71.339	4.603	75.942
2006	5,692,534	3,977,337	69.869	4.452	74.321
2007	6,224,893	4,091,108	65.722	2.972	68.694
2008	6,851,971	4,503,251	65.722	3.834	69.556
2009	7,919,927	4,677,712	59.063	1.841	60.904
2010	7,115,267	4,631,705	65.095	1.271	66.366
2011	7,647,353	4,885,894	61.602	2.288	63.890
2012	7,015,859	5,053,906	69.541	2.494	72.035