



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail - Final-revised City Council

Monday, November 23, 2020

5:00 PM

City Hall Council Chambers

BE ADVISED: Pursuant to Minnesota Statute 13D.021, Subdivision 1, some or all members may appear by telephone or other electronic means.

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

CALL OF ROLL

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

PLEASE NOTE: If you wish to address the Council under Public Forum, please call 218-327-8833 at the appropriate time during the meeting.

COUNCIL REPORTS

APPROVAL OF MINUTES

- 1 20-1487 Consider approving minutes for November 9, 2020 Worksession and Regular meetings and November 16, 2020 Election Canvass meeting.
- Attachments: November 9, 2020 Regular Meeting
 November 9, 2020 Worksession
 November 16, 2020 Election Canvass

VERIFIED CLAIMS

- 2 20-1484 Consider approving the verified claims for the period November 3, 2020 to November 16, 2020 in the total amount of \$876,601.39.
- Attachments: Council Bill List 11-23-20.pdf

CONSENT AGENDA

Any item on the consent agenda shall be removed for consideration by request of any one Councilmember, City staff, or the public and put on the regular agenda for discussion and consideration.

- 3 20-1499 Consider entering into a Location Agreement with Warrior Production, LLC for filming at the IRA Civic Center.
Attachments: Filming Agreement
- 4 20-1460 Consider approving new contract with Personnel Dynamics.
Attachments: Personnel Dynamics LLC 1-21-2021
- 5 20-1489 Consider calling for a public hearing on December 7, 2020 to take input on the granting of jurisdictional authority to the Housing and Redevelopment Authority of Itasca County, Minnesota.
Attachments: Notice of Public Hearing - HRA.pdf
- 6 20-1480 Consider a Amendment 1 to the professional services agreement between the City and ICS.
Attachments: GRPD-StorageAddition-CO1-G802-2017 - Final - 001(2)(1)
- 7 20-1482 Consider amending the 2020-2021 Public Works part-time winter maintenance employee list.
- 8 20-1483 Consider entering into the Grant Agreement with the State of Minnesota, through the Department of Natural Resources, to slow the spread of the Emerald Ash Borer (EAB).
Attachments: 185406 Slow EAB Spread Grand Rapids
- 9 20-1485 Consider hiring seasonal part-time employees in the Parks and Recreation Department.

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.

CIVIC CENTER, PARKS & RECREATION

- 10 20-1486 Consider purchasing a set of used dasher boards from Arena Warehouse, LLC.
Attachments: Dasher Boards

ADMINISTRATION DEPARTMENT

- 11 20-1479 Consider a resolution accepting bids for Phase 2 of New Fire Hall - 2020, City Project 2020/FD-1.
Attachments: 11-23-20 Resolution Award Phase 2 Fire Hall
- 12 20-1481 Consider a motion nominating Dale Adams to the RAMS Board of Directors
Attachments: 2021 RAMs Board Nomination Form

PUBLIC HEARINGS - 5:30 p.m.

If you wish to address the Council under Public Hearing, please call 218-327-8833 at the appropriate time during the meeting.

- 13 20-1478 Conduct a public hearing to consider the rezoning of 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).
Attachments: Zoning Map Amendment Request: Maps 1 & 2
 Draft Planning Commission Mtg. Minutes 11-5-2020
 Arrowhead Medical Zoning Map Amendment: Application
 PowerPoint Presentation: Zoning Map Amendment Public Hearing

COMMUNITY DEVELOPMENT

- 14 20-1477 Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).
Attachments: Zoning Map Amendment: Ordinance w/Exhibit A

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 7, 2020 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

Legislation Details (With Text)

File #: 20-1487 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Passed
File created: 11/19/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider approving minutes for November 9, 2020 Worksession and Regular meetings and November 16, 2020 Election Canvass meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [November 9, 2020 Regular Meeting](#)
[November 9, 2020 Worksession](#)
[November 16, 2020 Election Canvass](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved As Presented	Pass

Consider approving minutes for November 9, 2020 Worksession and Regular meetings and November 16, 2020 Election Canvass meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, November 9, 2020

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on November 9, 2020 at 5:13 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

Staff present:

Tom Pagel, Chad Sterle, Barb Baird, Rob Mattei

PRESENTATIONS/PROCLAMATIONS

National Homelessness & Hunger Awareness

Mayor Adams reads the proclamation into the official record.

Received and Filed

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

COUNCIL REPORTS

Councilor Blake notes that cases of Covid 19 continue to rise in Itasca County and encourages continued mask wearing.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, October 26, 2020 Regular meeting.

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, to approve Council minutes as presented. The motion carried by the following vote.

- Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

VERIFIED CLAIMS

Consider approving the verified claims for the period October 20, 2020 to November 2, 2020 in the total amount of \$1,071,965.83.

A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy to approve the Verified Claims as presented. The motion carried by the following vote.

- Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

CONSENT AGENDA

- 1. Consider approval of a Lease Agreement and Maintenance Agreement with Marco Technologies LLC for a HP DesignJet T 1600 large format plotter.
Approved by consent roll call
- 2. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2021.
Approved by consent roll call
- 3. Consider waiving the statutory liability to the extent of the coverage purchased.
Approved by consent roll call
- 4. Consider a letter of support against the release of Audie Fox, Inmate.
Approved by consent roll call
- 5a. Consider approving the hiring of a seasonal part-time employee at the IRA Civic Center.
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, to approve the consent agenda as amended, noting the addition of item #5a and the move of item #5 to #6a on the regular agenda. The motion carried by the following vote

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

SETTING OF REGULAR AGENDA

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to approve the Regular agenda as amended. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

DEPARTMENT HEAD REPORT

6. Library - Will Richter

Library Director, Will Richter, provides update on library services, noting modified operations due to pandemic. Review included different services and programming being offered to the community. Increased social media, building on partnerships and contact-less services. Many programs are now completely offered online. Drive through pickup, staff taking orders, gathering requested books. Story Walk has been installed and changes every 4-6 weeks. Online story time is completely homegrown and has 1000s of views. Compliments to the Library staff on their creativity and commitment to serving library patrons.

Received and Filed

6a. Authorize City staff to hire Police Reserves to staff the IRA Civic Center for COVID-19 compliance.

Mr. Pagel discusses mask use compliance at the Civic Center and the goal to continue to keep the Civic Center and activities operating. Plan to have officers at entrances distributing brochures explaining that wearing a mask is mandated. Patrons will be directed to leave the facility for non-compliance. Though the City has adequate staff currently, requesting approval to hire if necessary.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, authorizing staff to hire Police Reserves to serve at the Civic Center if the need arises. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 5:45 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, November 9, 2020

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, November 9, 2020 4:36 pm following the closed session in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven

Staff:

Tom Pagel, Chad Sterle, Rob Mattei, Nathan Morlan

Discussion Items

1. Discuss Rental Inspection Ordinance

Following review of research findings for a possible Rental Inspection Ordinance, staff recommends moving forward and beginning the process of filling the position. Main concern moving forward would be displacing individuals from non-compliant residences. Staff advise that this would be only the most extreme cases that showed a life threatening situation.

Received and Filed

2. Review 5:00 PM Regular Meeting

Noted addition 5a. Mr. Pagel would like item #5 moved from Consent agenda and placed on Regular agenda as item #6a.

ADJOURN

There being no further business, the meeting adjourned at 5:12 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, November 16, 2020

4:00 PM

City Hall Council Chambers

ELECTION CANVASS

BE ADVISED: Pursuant to Minnesota Statute 13D.021, Subdivision 1, some or all members may appear by telephone or other electronic means.

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Monday, November 16, 2020 at 4:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 4 - Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

Absent 1 - Councilor Dale Christy

Staff present:

Tom Pagel

Consider adopting a resolution canvassing and declaring the results of the November 3, 2020 City of Grand Rapids Election.

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, adopting Resolution 20-99, canvassing and declaring the results of the November 3, 2020 General Election. The motion carried by the following vote.

Aye 4 - Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

ADJOURNMENT

There being no further business, the Mayor adjourned the meeting at 4:10 pm.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1484 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Passed
File created: 11/18/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020

Title: Consider approving the verified claims for the period November 3, 2020 to November 16, 2020 in the total amount of \$876,601.39.

Sponsors:

Indexes:

Code sections:

Attachments: [Council Bill List 11-23-20.pdf](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved As Presented	Pass

Consider approving the verified claims for the period November 3, 2020 to November 16, 2020 in the total amount of \$876,601.39.

Requested City Council Action

Make a motion approving the verified claims for the period November 3, 2020 to November 16, 2020 in the total amount of \$876,601.39.

DATE: 11/18/2020
 TIME: 11:41:26
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/23/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0200023	BMC SOFTWARE INC	635.42
	TOTAL	635.42
CITY WIDE		
0114200	ANDERSON GLASS	13,940.00
1900225	SEH	11,264.00
	TOTAL CITY WIDE	25,204.00
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	962.50
	TOTAL SPECIAL PROJECTS-NON BUDGETED	962.50
ADMINISTRATION		
0315455	COLE HARDWARE INC	19.96
	TOTAL ADMINISTRATION	19.96
BUILDING MAINTENANCE-CITY HALL		
0118100	ARAMARK UNIFORM & CAREER	52.90
0221650	BURGGRAF'S ACE HARDWARE	45.16
0920060	ITASCA COUNTY TREASURER	144.26
1901535	SANDSTROM'S INC	42.48
	TOTAL BUILDING MAINTENANCE-CITY HALL	284.80
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	-80.50
0920060	ITASCA COUNTY TREASURER	96.47
1105530	KENNEDY & GRAVEN	2,857.45
	TOTAL COMMUNITY DEVELOPMENT	2,873.42
FINANCE		
0718060	GRAND RAPIDS HERALD REVIEW	131.80
	TOTAL FINANCE	131.80

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 11/23/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0205725	BETZ EXTINGUISHER COMPANY	190.00
0401804	DAVIS OIL INC	432.63
0701650	GARTNER REFRIGERATION CO	887.46
0920060	ITASCA COUNTY TREASURER	78.63
1301014	MACQUEEN EMERGENCY GROUP	2,969.65
	TOTAL FIRE	4,558.37
PUBLIC WORKS		
0103325	ACHESON TIRE INC	20.00
0121721	AUTO VALUE - GRAND RAPIDS	44.64
0221650	BURGGRAF'S ACE HARDWARE	118.89
0301685	CARQUEST AUTO PARTS	189.99
0400720	D&S STUMP GRINDING LLC	350.00
0401420	DAKOTA FLUID POWER, INC	174.48
0401804	DAVIS OIL INC	1,683.60
0601690	FASTENAL COMPANY	317.93
0920060	ITASCA COUNTY TREASURER	282.95
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,140.00
1621125	PUBLIC UTILITIES COMMISSION	12,115.58
1821250	RUFFRIDGE-JOHNSON EQUIP CO	44.77
1900225	SEH	2,062.50
2018560	TROUT ENTERPRISES INC	50.00
	TOTAL PUBLIC WORKS	18,595.33
FLEET MAINTENANCE		
1301720	MATCO TOOLS	52.95
1415484	NORTHERN LIGHTS TRUCK	66.74
	TOTAL FLEET MAINTENANCE	119.69
POLICE		
0103325	ACHESON TIRE INC	645.32
0215755	BOUND TREE	1,989.81
0301685	CARQUEST AUTO PARTS	11.89
0513233	EMERGENCY AUTOMOTIVE TECH INC	40.56
0712225	GLEN'S ARMY NAVY STORE INC	440.00
0918575	IRON RANGE TIRE SERVICE INC	720.56
0920060	ITASCA COUNTY TREASURER	2,086.62
1200500	L&M SUPPLY	69.98
1309495	MINUTEMAN PRESS	121.01
	TOTAL POLICE	6,125.75

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/23/2020

VENDOR #	NAME	AMOUNT DUE

AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	10.58
0301685	CARQUEST AUTO PARTS	11.14
0315455	COLE HARDWARE INC	102.82
0504825	EDWARDS OIL INC	601.72
0801836	HAWKINSON SAND & GRAVEL	318.19
0920060	ITASCA COUNTY TREASURER	73.82
1105444	KELLER FENCE COMPANY	5,000.00
1415522	NORTHLAND CONSULTING ENGINEERS	1,520.00
	TOTAL	7,638.27
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	93.92
0920060	ITASCA COUNTY TREASURER	27.78
1800655	R & R SPECIALTIES INC	1,313.15
2209421	VIKING ELECTRIC SUPPLY INC	286.20
	TOTAL GENERAL ADMINISTRATION	1,721.05
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	17.69
	TOTAL	17.69
CEMETERY		
0103325	ACHESON TIRE INC	133.78
0221650	BURGGRAF'S ACE HARDWARE	23.99
0503422	ECK DESIGN LLC	2,717.50
0920060	ITASCA COUNTY TREASURER	68.93
1200500	L&M SUPPLY	27.51
1621125	PUBLIC UTILITIES COMMISSION	1,577.87
	TOTAL	4,549.58
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	147.22
	TOTAL	147.22

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/23/2020

VENDOR #	NAME	AMOUNT DUE

PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
0503422	ECK DESIGN LLC	4,357.50
1201545	LANYK ELECTRIC INC	62,496.89
TOTAL MS RIVER PARK		66,854.39
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-CIVIC CENTER		
0900055	ICS CONSULTING INC	1,250.00
TOTAL CAPITAL OUTLAY-CIVIC CENTER		1,250.00
CAPITAL OUTLAY-FIRE DEPT		
0601690	FASTENAL COMPANY	89.97
TOTAL CAPITAL OUTLAY-FIRE DEPT		89.97
GR ARTS & CULTURE CPTL PRJS		
1621125	PUBLIC UTILITIES COMMISSION	127.94
2018560	TROUT ENTERPRISES INC	352.00
TOTAL		479.94
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
0718060	GRAND RAPIDS HERALD REVIEW	393.30
1900225	SEH	2,470.50
TOTAL 2019 STREET IMP PROJECT		2,863.80
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
0205640	LEAGUE OF MN CITIES INS TRUST	3,228.00
0900055	ICS CONSULTING INC	199,967.40
TOTAL CP2020/FD-1 NEW FIRE HALL		203,195.40
2015-3 HIGHWAY 2 WEST TRAIL		
1900225	SEH	7,343.20
2000522	TNT CONSTRUCTION GROUP, LLC	49,527.10

DATE: 11/18/2020
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 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/23/2020

VENDOR #	NAME	AMOUNT DUE
2021	INFRASTRUCTURE BONDS	
	2015-3 HIGHWAY 2 WEST TRAIL	
T001038	NTS	252.00
TOTAL 2015-3 HIGHWAY 2 WEST TRAIL		57,122.30
STORM WATER UTILITY		
0401804	DAVIS OIL INC	1,855.48
0920060	ITASCA COUNTY TREASURER	62.36
0920120	ITASCA UTILITIES INC	1,080.00
1621125	PUBLIC UTILITIES COMMISSION	1,110.00
TOTAL		4,107.84
TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:		\$ 409,548.49
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,928.08
0113105	AMAZON CAPITAL SERVICES	262.83
0305530	CENTURYLINK QC	259.00
0315454	TRAVIS COLE	46.00
0315543	CONSTELLATION NEWENERGY -GAS	3,244.79
0405200	CITY OF DEER RIVER	1,678.81
0605191	FIDELITY SECURITY LIFE	67.89
0701505	JEREMY GAMBILL	46.00
0718015	GRAND RAPIDS CITY PAYROLL	252,172.54
0718070	GRAND RAPIDS STATE BANK	25.00
0815440	HOLIDAY STATIONSTORES LLC	115.50
0900060	ICTV	1,359.42
0920033	ITASCA COUNTY AUDITOR/TREAS.	2,383.80
0920059	ITASCA COUNTY SHERIFFS DEPT	2,705.56
1105225	CITY OF KEEWATIN	2,520.10
1209516	LINCOLN NATIONAL LIFE	1,524.02
1301146	MARCO TECHNOLOGIES, LLC	85.44
1301220	JAMES T. MARTINETTO	8.05
1305046	MEDIACOM LLC	158.95
1305065	MEDTOX LABORATORIES INC	24.85
1309199	MINNESOTA ENERGY RESOURCES	1,446.31
1309332	MN STATE RETIREMENT SYSTEM	3,144.00
1401705	CITY OF NASHWAUK	5,262.92
1405850	NEXTERA COMMUNICATIONS LLC	457.44
1415479	NORTHERN DRUG SCREENING INC	175.00
1516220	OPERATING ENGINEERS LOCAL #49	112,908.00
1601750	PAUL BUNYAN COMMUNICATIONS	203.00
1621130	P.U.C.	30,720.76
1809501	ROBERT RIMA	207.00

DATE: 11/18/2020
 TIME: 11:41:36
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/23/2020

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1921620	SUPERIOR USA BENEFITS CORP	183.00
2100265	U.S. BANK	950.00
2209665	VISA	1,247.46
2209705	VISIT GRAND RAPIDS INC	34,327.48
2301700	WM CORPORATE SERVICES, INC	2,475.16
T001103	COLLEEN NARDONE	3.45
T001107	KATHY KROOK	7.48
T001110	JAMES NARDONE	3.45
T001111	CINDY ECKERT	1.21
T001112	JIM OLSON	2.30
T001117	MICHAEL ECKERT	1.44
T001118	EMMET STEMWEDEL	2.30
T001119	EDWARD DUKE	1.44
T001207	VICKI LORENZ	6.33
T001334	SHEILA BROGGER	11.50
T001335	LAURIE HALLILA	12.65
T001337	KATHLEEN THEIS	2.30
T001338	MICHELLE TOVEN	3.45
T001353	EMBRACE MENTAL HEALTH, LLC	663.34
T001354	WILLIAM SCHNELL	2.88
T001355	LIV WYLAND	3.22
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$		467,052.90
TOTAL ALL DEPARTMENTS		876,601.39



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1499 **Version:** 1 **Name:** Filming Agreement
Type: Agenda Item **Status:** Passed
File created: 11/23/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020

Title: Consider entering into a Location Agreement with Warrior Production, LLC for filming at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments: [Filming Agreement](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved	Pass

Consider entering into a Location Agreement with Warrior Production, LLC for filming at the IRA Civic Center.

Background Information:

A hockey picture titled Way of the Warriors is currently being filmed on the Iron Range. Due to State's pause on all athletics, we planned on taking ice out of both venues today; however, the production company has agreed to pay \$1500 for us to maintain ice through November 29 to allow for filming. A copy of their Location Agreement is attached for your review.

Staff Recommendation:

City staff recommends entering into a Location Agreement with Warrior Production, LLC for filming at the IRA Civic Center.

Requested City Council Action

Make a motion to enter into a Location Agreement with Warrior Production, LLC for filming at the IRA Civic Center.

Location Agreement

NAME OF PICTURE ("Picture"): **Way of the Warriors**

PRODUCTION COMPANY ("Company") : **Warrior Productions, LLC**

PROPERTY OWNER OR
AUTHORIZED AGENT("Owner"):

AGREEMENT DATED AS OF:

This Location Agreement will confirm the agreement between Owner and Company with respect to Company's use of Owner's property in connection with the Picture. The terms of the Agreement are as follows:

1. Owner hereby grants Company its successors, assigns, and licensees, the right to enter and use the property, both exterior and interior, located at 1401 NW 3rd Ave. Grand Rapids, MN (the "Property") in connection with the Picture for the purpose of rehearsing, photographing, filming and recording scenes and sounds for the Picture and reproducing the Property elsewhere, including the name trademark, signs and identifying features thereof (either accurately or otherwise), as well as any and all artwork, designs, photographs and other materials which appear on or about the Property. For and in consideration of the rights herein granted, Company agrees to pay Owner the sum of: one thousand five hundred Dollars (\$1,500.00). There will be no additional charge for construction, holding or striking.

2. Owner agrees that Owner will have no interest of any kind in or to Company's photography or recording on or of the Property including the Company's right to utilize the same in connection with the Picture and in connection with any other productions and that Company is the sole owner of the Picture and all photographs and recordings made pursuant to this Agreement. Owner further agrees that Company and its successors, licensees and assigns may exhibit, advertise and promote the Picture, or any portion thereof, by any means and in any and all media which currently exist or which may exist in the future, throughout the world, in perpetuity, regardless of whether or not the Picture contains any audio or visual reproductions of the Property and regardless of whether or not the Property is identified in the Picture. Notwithstanding the foregoing, nothing contained herein shall in any way obligate Company to use, record or photograph the Property or to use or depict the same in any way in the Picture.

3. Owner agrees that Company may enter and use the Property commencing on or about Nov. 29, 2020 (subject to change on account of weather conditions or changes in production schedule) and continuing for such reasonable length of time thereafter as may be necessary to complete Company's required use of the Property and shall include permission to reenter the Property for the purposes of making added scenes and retakes. In addition, from time to time prior to such date, Company may enter and use the Property in order to prepare the Picture for production. The commencement date contemplated above and any obligations of the parties shall be postponed during all periods when any act of God, fire, strike, labor controversy, law or governmental act interrupts normal business operations or production of the Picture, plus such additional period of time as may be reasonably required to recommence production of the Picture.

4. In using the Property, Company shall have the right to bring personnel and equipment onto the Property and to remove the same after Company has completed its use of the Property. Company shall have the right, but not the obligation, to photograph, film and otherwise use in the Picture the actual name, if any, connected with the Property, and any and all trademarks associated therewith. Company may also photograph, record and use in any manner, any signs located on the Property.

5. Company agrees to maintain a public liability policy for the mutual benefit of Company and Owner which shall have a limit of liability of not less than \$1,000,000 for each accident; such liability insurance shall cover Owner as an additional insured, but only with respect to claims, damages or losses Owner suffers arising directly out of Company's use of or operations on the Property caused by Company's negligent acts, subject in any event to the terms and conditions of the policy.

6. Company may at any time elect not to use the Property by giving Owner notice of such election, in which case neither party to this Agreement shall have any obligation whatsoever. Company agrees to remove any construction after completion of the work and leave the Property in as good condition as when received, excepting reasonable wear and tear from permitted uses. Signs on the Property may, but need not be, removed or changed, but if removed or changed, must be replaced.

7. If it becomes necessary for Company to change, alter or rearrange any equipment or other items on the Property which belong to Owner, Company shall restore such items to their original place and condition when Company has completed its use of the Property.

8. Owner represents that it is the owner and/or authorized representative of the Property, and that Owner has the authority to grant Company the permission and rights herein granted, and that no one else's permission is required. In the event that any question arises regarding Owner's authority to grant the permission and rights herein granted, Owner agrees to indemnify Company and assume responsibility for any loss and liability incurred as a result of its breach of the representation of authority contained in this paragraph, including attorneys' fees.

9. Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, damages and claims of third parties arising from Company's use of the Property hereunder (unless such liabilities, damages or claims arise from a breach of any representation or warranty made by Owner in this Agreement or from some other act or omission by Owner) and from any physical damage to the Property proximately caused by Company or any of its representatives, employees or agents. Owner agrees to indemnify and hold harmless Company, and its successors, licensees and assigns from and against any and all claims relating to any breach of any of the representations and warranties made by Owner in this Agreement. Owner agrees to submit to Company in writing, within five days after the completion of the work required on the Property, a detailed listing of all claimed property damage or personal injuries for which Company is responsible, and Owner shall permit Company's representatives to inspect the Property to verify such damage.

10. Owner and any tenant, or other party now or hereafter having an interest in the Property agree not to assert and hereby release Company from any and all claims of any kind or nature whatsoever, including, without limitation, claims for invasion of privacy, defamation, libel or

slander, or infringement of any other personal right, arising out of or related to Company's use of the Property or Company's exercise of any rights granted hereunder.

11. This Agreement shall inure to the benefit of our respective successors, licensees and assigns, including, without limitation, the licensees and exhibitors of the Picture.

12. In the event of any breach of this Agreement by Company, Owner agrees that its remedies for any such breach shall be limited to a claim at law for money damages and that Owner shall not have the right to terminate or rescind this Agreement or to enjoin or restrain the development, production, distribution, exhibition, advertising or exploitation of the Picture.

13. This Agreement sets forth the entire understanding of the parties and may not be amended or otherwise altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth hereinabove.

<p>("Owner")</p> <p>By: _____ its: Authorized Representative</p> <p>Printed Name: _____</p> <p>Company Name: _____</p> <p>Title/Position: _____</p>	<p>("Company")</p> <p>Warrior Productions, LLC</p> <p>By: _____ Its: Authorized Representative</p>
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1460 **Version:** 1 **Name:** Consider approving new contract with Personnel Dynamics.
Type: Agenda Item **Status:** Passed
File created: 11/10/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider approving new contract with Personnel Dynamics.
Sponsors:
Indexes:
Code sections:
Attachments: [Personnel Dynamics LLC 1-21-2021](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved	Pass

Consider approving new contract with Personnel Dynamics.

Background Information:

The City of Grand Rapids has utilized Personnel Dynamics for temporary hires for many years. Due to the increased costs of the worker's compensation and increase in the unemployment rate, they will have to raise their rates for the very first time. Effective January 1, 2021 the rates for all of their clients will be increased. Currently the rate charged is the hourly rate we set + 30%. Effective with the new contract, the rate charged will be the hourly rate we set + 35% = Hourly Billing Rate.

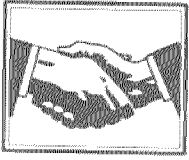
The City of Grand Rapids is allowed to choose a candidate and Personnel Dynamics agrees to assume all payroll responsibilities for workers for the City as needed. Personnel Dynamics will pay employees, will withhold employee's portion of FICA tax, will contribute employer's portion of FICA tax and will contribute to Federal and State Unemployment Compensation funds. Personnel Dynamics will provide Worker's Compensation Insurance for employees and will provide certificates of insurance upon our request.

Staff Recommendation:

Lynn DeGrio, Director of Human Resources, is recommending renewing the contract with Personnel Dynamics with the new rate effective January 1, 2021.

Requested City Council Action

Make a motion to approve the new contract with Personnel Dynamics at a hourly billing rate of hourly wage + 35% effective January 1, 2021.



PERSONNEL
dynamics
Staffing Solutions - Now

November 9, 2020

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

As of **January 1, 2021**, Personnel Dynamics LLC - hereinafter called Company - and City of Grand Rapids - the Customer, will enter into the following contract.

Company will agree to advertise for and screen all candidates before passing resumes onto the Customer. If the Customer does not hire any candidates through Company, there shall be a \$15 surcharge to Customer for all submitted resumes.

If Customer chooses a candidate from Company, we agree to assume all payroll responsibilities for workers for Customer as needed. Company will pay employees, will withhold Federal and State income taxes according to individual W-4 allowance certificate, will withhold employee's portion of FICA tax, will contribute employer's portion of FICA tax and will contribute to Federal and State Unemployment Compensation funds. Company will provide Worker's Compensation Insurance for employee and will provide certificates of insurance upon request.

Company will pay employees weekly and file all required Federal and State payroll reports, including W-2 forms.

Customer agrees to provide a safe work area for employees and, also agrees to pay invoices billed weekly for hours worked upon receipt and has given a personal guarantee that invoices will be paid in a timely fashion. If the Customer fails to pay the Company the invoice amount upon receipt, the Company reserves the right to withhold wages to the employee(s), and/or terminate this contract with the customer.

Employee will be paid at time and a half for hours over 40 per week, and Customer will be charged accordingly. Holiday pay and vacation pay is at the discretion of the Customer and must indicate authorization for such pay on the timecard. Customer has the option of hiring the employee after 90 days at no additional cost.

Customer will assure that Company's employees receive all required general and specific training on employee safety, shall keep the workplace free from recognized hazards that are causing or likely to cause death or serious physical to Company employees, and shall comply with occupational safety and health standards. Customer will report any injuries to Company in a timely manner. Also, Customer must submit information regarding any termination (including layoffs and voluntary quit) to the Company. Also, Customer must submit information regarding any termination (including layoffs and voluntary quit) to the Company.

Customer agrees to promptly report to Company any direct payment of bonuses, incentives, etc. by Customer to Company leased employees in order that proper payroll tax reporting can be maintained.

PERSONNEL DYNAMICS, LLC

By: Kyla Ward
Kyla Ward / Personnel Dynamics, LLC

By: _____
Lynn DeGrio - City of Grand Rapids

Hourly wage + 35% = Hourly Billing Rate



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1489 **Version:** 1 **Name:** Public hearing on the granting of jurisdictional authority to the Itasca County HRA.
Type: Agenda Item **Status:** Passed
File created: 11/20/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020

Title: Consider calling for a public hearing on December 7, 2020 to take input on the granting of jurisdictional authority to the Housing and Redevelopment Authority of Itasca County, Minnesota.

Sponsors:

Indexes:

Code sections:

Attachments: [Notice of Public Hearing - HRA.pdf](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved	Pass

Consider calling for a public hearing on December 7, 2020 to take input on the granting of jurisdictional authority to the Housing and Redevelopment Authority of Itasca County, Minnesota.

Background Information:

As part of the merger process of the GRHRA and Itasca County HRA, a public hearing needs to be conducted relative to granting of jurisdictional authority to the HRA of Itasca County, Minnesota.

Staff Recommendation:

Staff recommends calling for a public hearing on December 7, 2020 to take input on the granting of jurisdictional authority to the Housing and Redevelopment Authority of Itasca County, Minnesota.

Requested City Council Action

Make a motion calling for a public hearing on December 7, 2020 to take input on the granting of jurisdictional authority to the Housing and Redevelopment Authority of Itasca County, Minnesota.

CITY OF GRAND RAPIDS, MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that in accordance with Minnesota Statutes Section 469.005 the City of Grand Rapids, Minnesota (City) will hold a public hearing on December 7, 2020 at 6:45 p.m. at the Grand Rapids City Hall to consider the granting of jurisdictional authority to the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota. Information relative to the proposed authority shall be available for examination in the City Administrator's office.

Public comments may be submitted orally or in writing to the City through the public hearing held on December 7th, 2020.

Date of Publication: November 25th, 2020

The City is subject to Title II of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability by public entities. Information regarding the provisions of the Americans with Disabilities Act is available from the City offices at 218-326-7600. Auxiliary aids for disabled persons are available upon request at least 72 hours in advance of an event. Please call 218-326-7600 to make arrangements.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1480 **Version:** 1 **Name:** Amendment 1 with ICS
Type: Agenda Item **Status:** Passed
File created: 11/16/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider a Amendment 1 to the professional services agreement between the City and ICS.
Sponsors:
Indexes:
Code sections:
Attachments: [GRPD-StorageAddition-CO1-G802-2017 - Final - 001\(2\)\(1\)](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved	Pass

Consider a Amendment 1 to the professional services agreement between the City and ICS.

Background Information:

As design of the new fire hall progressed it was determined that there was not room to construct a police evidence garage at the site. As a result, the new police evidence garage was designed at the existing domestic animal control facility. In addition, the mechanical and electrical design expanded within the new fire hall. The attached amendment approves additional design fees for these changes in scope.

Staff Recommendation:

City staff is recommending Amendment 1 to the professional services agreement between the City and ICS for the new fire hall.

Requested City Council Action

A motion approving Amendment 1 to the professional services agreement between the City and ICS for the new fire hall.

Embedded Secure Document

The file <https://grandrapids.legistar.com/View.ashx?M=F&ID=8931094&GUID=E2B848A2-302B-4B6B-8378-6FFC31606074> is a secure document that has been embedded in this document. Double click the pushpin to view.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1482 **Version:** 1 **Name:** PW Amended PT Winter Maintenance List
Type: Agenda Item **Status:** Passed
File created: 11/17/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider amending the 2020-2021 Public Works part-time winter maintenance employee list.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved	Pass

Consider amending the 2020-2021 Public Works part-time winter maintenance employee list.

Background Information:

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the winter snow plowing season. These part-time employees will work on an "as needed" basis at a rate of \$18.00 per hour. PublicWorks would like to hire John Werth to assist with the department's operations during this winter's maintenance season, effective 11-24-2020 with an end date of 4-30-2021.

Staff Recommendation:

Public Works Superintendent Kevin Koetz, recommends hiring John Werth for part-time employment for the 2020-2021 winter maintenance season.

Requested City Council Action

Make a motion to approve the Public Works Department hiring John Werth for part-time employment for the 2020-2021 winter maintenance season effective November 23rd, 2020.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1483 **Version:** 1 **Name:** MN DNR Grant - Slow EAB Spread
Type: Agenda Item **Status:** Passed
File created: 11/18/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider entering into the Grant Agreement with the State of Minnesota, through the Department of Natural Resources, to slow the spread of the Emerald Ash Borer (EAB).

Sponsors:

Indexes:

Code sections:

Attachments: [185406 Slow EAB Spread Grand Rapids](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved	Pass

Consider entering into the Grant Agreement with the State of Minnesota, through the Department of Natural Resources, to slow the spread of the Emerald Ash Borer (EAB).

Background Information:

"The Emerald Ash Borer (EAB), is an invasive forest insect from Asia that was discovered in Michigan in 2002 and has since spread to other U.S states and Canadian provinces. It was discovered in St.Paul in 2009 and was found in Duluth in 2016. It is responsible for the deaths of millions of ash trees and with nearly 1 billion ash trees in the state, the spread of EAB would have a serious impact in Minnesota. The Minnesota Department of Natural Resources has grants to help communities manage ash trees for the emerald ash borer due to the fact that EAB's spread will continue to strain city budgets throughout Minnesota to remove large numbers of trees killed by EAB" paraphrased from the *Minnesota Department of Natural Resources* website.

Entering into this Grant Agreement between the State of Minnesota's Department of Natural Resources and the City of Grand Rapids would be a Federal Sub-Award reimbursable of \$38,000 for the purpose of conducting the program entitled "Model Communities Targeted to Slow the Spread of EAB". As the Grantee of the Agreement, the City will be responsible for an in-kind match of \$10,132.00 and the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement. The agreement will become effective once the State obtains all required signatures and no payments or reimbursements will be made until the grant has been fully executed. Please see attached Grant Agreement.

Staff Recommendation:

Matt Wegwerth, PW Director/City Engineer, approves entering into the Grant Agreement with the State of Minnesota Department of Natural Resources, Division of Forestry, Federal Sub-Award Agreement to slow the spread of the Emerald Ash Borer (EAB).

Requested City Council Action

Make a motion and sign the terms to enter into the Grant Agreement with the State of Minnesota, through the Department of Natural Resources, Division of Forestry, Federal Sub-Award Agreement to slow the spread of the Emerald Ash Borer (EAB) for a reimbursement amount not to exceed \$38,000.

**STATE OF MINNESOTA
GRANT AGREEMENT
Federal Sub-Award Agreement**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("State") and City of Grand Rapids, DUNS # 102589442, 420 North Pokegama Ave., Grand Rapids, MN 55744 ("Grantee").

Recitals

1. Under Urban and Community Forestry, USDA Forest Service, CFDA #10.675, Federal Award ID #20-DG-11094200-154, the State received a federal award of \$451,809.00 on July 28, 2020 for Urban & Community Forestry and Forest Resilience Emerald Ash Borer. This project is not a research and development project.
2. Under Urban & Community Forestry and Forest Resilience Emerald Ash Borer and Minnesota Statutes sections 84.026 and 84.085, the State sub-awards \$38,000.00 to the Grantee DUNS # 102589442 for the purpose of conducting the program entitled Model Communities Targeted to Slow the Spread of EAB.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

- 1.1. **Effective date:** November 12, 2020.

This agreement becomes effective on November 12, 2020 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statutes Section 16B.98, subdivision 5. Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.

- 1.2. **Expiration date:** September 30, 2022

This agreement expires on September 30, 2022, or the date all obligations are satisfactorily completed, whichever occurs first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 25 Additional Program Requirements.

- 1.4. **Incur Expenses:** This agreement becomes effective on November 12, 2020 or the date the State obtains all required signatures under Minnesota Statutes 16B.98, subdivision 5, whichever is later. **The Grantee must not begin work under this sub-grant agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

2. Grantee's Duties

The Grantee, who is not a state employee, will:

See Exhibit A, which is incorporated and made a part of this agreement.

See Federal Award letter, which is incorporated and made a part of this agreement.

The Grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's

Authorized Representative.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement.

4. Consideration and Payment

4.1. *Consideration.*

Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. *Compensation.*

Compensation in an amount not to exceed \$38,000.00, based on the following computation: See Exhibit B: Project Budget.

4.1.2. *Matching Requirements.*

Grantee certifies that the following matching requirement for the grant will be met by City of Grand Rapids. The total project cost is \$48,132.00. Grantee agrees to match at least \$10,132.00 of this project cost.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: project name, grant contract number, the amount of grant funds to be used, location where grant funds were or will be used, activity the grant funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

4.1.3. *Invoices.*

The State shall disburse funds to the Grantee pursuant to this agreement on a **reimbursement basis**. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1. April 1, 2021
2. October 1, 2021
3. April 1, 2022
4. September 30, 2022

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: Thirty-eight thousand dollars (\$38,000.00).

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

4.2. *Payment.*

The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation. If necessary, two additional reimbursements each year may be negotiated between the State and Grantee on a case-by-case basis. In order to make additional reimbursements, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize additional reimbursements. A copy of the signed justification must be maintained in the grant file.

4.2.1. *Federal funds.*

Payments under this grant agreement will be made from federal funds obtained by the State through Urban and Community Forestry CFDA number 10.675 of the Cooperative Forestry Assistance Act of 1978. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the

Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is Emma Schultz, Community Forest Project Specialist, 500 Lafayette Rd., St. Paul, MN 55155, emma.schultz@state.mn.us, (651) 259-5274, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or his/her designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is Matt Wegwerth, Director of Public Works/City Engineer, 420 North Pokegama Ave., Grand Rapids, MN 55744, mwegwerth@ci.grand-rapids.mn.us, (218) 326-7625, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Subcontractors, Contracting, and Bidding Requirements

- 8.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.317 and 200.322 (if applicable-both apply to state entities only) as well as 2 CFR 200.318-321, and 2 CFR 200.323-326.
- 8.2 Per Minnesota Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contraction funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.

- 8.2.1 If the amount of the contract is estimated to exceed \$25,000, but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2, and paragraph c.

- 8.2.2 If the amount of the contract is estimated to be \$3,000-25,000 (\$2,000 for acquisitions of construction that are subject to the Davis-Bacon Act and \$2,500 for the acquisition of services subject to the Service Contract Act) the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.
- 8.2.3 Any services and/or materials that are expected to cost less than \$3,000 (see 8.2.2 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b). The Grantee must make an effort to equitably distribute these purchases.
- 8.2.4 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable
- 8.2.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statute 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 8.3 Nongovernmental organizations must follow the below requirements.
 - 8.3.1 Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
 - 8.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
 - 8.3.3 Any services and/or materials that are expected to cost between \$3,000 and \$9,999 (\$2,000 for acquisitions of construction that are subject to the Davis-Bacon Act and \$2,500 for the acquisition of services subject to the Service Contract Act) must be competitively based on a minimum of three (3) verbal quotes.
 - 8.3.4 Any services and/or materials that are expected to cost less than \$3,000 (see 8.3.3 for thresholds regarding the Davis-Bacon and Service Contract Act) do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b).
 - 8.3.5 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - 8.3.6 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statute 177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

9. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

10. Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property

11.1 **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. The civil remedies of Minn. 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 this 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.

11.2 **Intellectual Property Rights (if applicable).**

11.2.1. **Intellectual Property Rights.** The State owns any intellectual property developed with these funds. The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in 2 CFR 200.315.

11.2.2 **Obligations.**

(A) *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(B) *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Endorsement

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms

14. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

The State may cancel this grant agreement at any time, with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17. American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.) and all applicable regulations and guidelines.

18. Reporting Requirements

The Grantee is bound to financial and performance reporting requirements as noted in the federal award letter.

19. Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20. Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21. Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed

for contract and grant work can be found here: [Link to December 2014 version](#).

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 22.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 22.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

23. Byrd Anti-Lobbying Amendment Certification and Disclosure: (If applicable)

- 23.1 The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.
- 23.2 The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in 2 CFR 200.450.
- 23.3 If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the Authorized Representative, and complete any certifications the authorized representative requires.

24. Whistleblower Protection Rights

41 USC § 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

25. Additional Program Requirements

The grantee must comply with the terms and conditions for closeout of the sub-award.

Attachments:

- A. Exhibit A
- B. Exhibit B
- C. Conflict of Interest Disclosure
- D. Federal Award Letter
- E. Complying with Civil Rights Requirements

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: _____

Date: November 5, 2020

SWIFT Contract / PO No. 185406 / 3-180550

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A: Grant Project Deliverables
FFY20 Core FH&R Appropriation
Model Communities Targeted to Slow the Spread of EAB
City of Grand Rapids Deliverables

Grant sum total: \$38,000.00

Grant Contract Deliverables

- *Community must have adopted or will adopt an EAB management plan through this grant process*
- *Each ash tree removed must be replaced with a newly planted tree*

Work with DNR to fully execute the work plan by providing:

1. City staff and/or equipment to provide match funding as shown below in Exhibit B
2. City staff or contractor (selected through a bid process; refer to grant contract agreement for bid requirements) to perform public tree inventory and emerald ash borer (EAB) management plan. If city staff time is used, this will count as in-kind match.
3. Reasonable effort to work with DNR to prioritize areas of highest management need, whether it is ash, oak, or elm trees (or other species)
4. Timely submission by the deadlines listed:
 - Submit invoices and proof of payment for grant-funded purchases; Submit cash-match proof of payment and in-kind match justifications; Submit Status Update Reports; Submit maps and/or shapefiles and photos.
 - a. April 1, 2021
 - b. October 1, 2021
 - c. April 1, 2022
 - d. Final Report due September 30, 2022

Work with DNR to fully execute the work plan below:

1. Public Tree Inventory
2. EAB Management Plan
3. Management Activities: following completion of inventory and management plan, community will know where priorities lie for strategic management of the public tree resource. Funding remainder will then be used to slow the spread of EAB and other exotic tree pests and diseases in areas of the highest need, whether through removal of unhealthy trees and replacement with a more diverse mixture of species, treatment of valuable and healthy ash with non-neonicotinoid injectable pesticide emamectin benzoate, or tree planting for building canopy diversity and resilience.
 - a. This portion of the work plan must be amended with chosen activities following completion of management plan prior to grantee beginning any management activities. Any management activities completed before an amendment is in place will not be eligible for reimbursement.
4. Tree Planting and Maintenance
 - a. Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used as guidance before an updated inventory is provided. For Grand Rapids this means grant funds cannot be spent on purchasing:
 - i. *Pinus* (pine): 21.8%
 - ii. *Acer* (maple): 19.7%
 - iii. *Picea* (spruce): 12.2%
 - b. Grant funds will not fund the purchase of trees listed on the Minnesota Noxious Weed List, or the DNR's Invasive Terrestrial Plants List, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Norway maple, Russian olive, Siberian elm, and tree of heaven.

- c. All trees planted with grant funds are expected to be maintained based on the City of Grand Rapids's Three Year Maintenance Plan. A maintenance plan template will be provided by DNR, and the Three Year Maintenance Plan must be submitted, and approved by DNR staff, before any planting activities begin. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of Grand Rapids.
- d. Ensure newly planted trees are regularly watered, according to the schedule set in the Three Year Maintenance Plan, by city staff or contractors, or work to develop sustainable outreach to citizens so that they can engage in watering practices.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Partial payments may be submitted as needed and must include all up-to-date required documents and accomplishment reports
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location and Diameter at Breast Height (DBH) of trees that have been removed
 - Identify the location of stumps that have been ground
 - Identify the location and Diameter at Breast Height (DBH) of trees that have been treated
 - Identify the location and species of trees that have been planted
- All trees removed, treated, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species, to obtain grand fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources Pocket Guide to Planting Trees.

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is 1-2" caliper bareroot or a container class size #20 or smaller.

Acknowledgement

1. The Forest Service needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.
2. In order to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications. A written request can be submitted Emma Schultz who will pass it along to the appropriate authorities.

Exhibit B: Project Budget
 FFY20 Core FH&R Appropriation
Model Communities Targeted to Slow the Spread of EAB
 City of Grand Rapids

Item	Federal Grant Funds	In-kind Match	Total
Personnel and Owned Equipment		\$10,132.00	\$10,132.00
Eligible Expenses	\$38,000.00		\$38,000.00
Totals	\$38,000.00	\$10,132.00	\$48,132.00

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement, and we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

I do not have any conflicts of interest relating to this project.

I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____ Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: _____

Legal Citation: ML_____, Chapter _____, Article ____, Section ____, Subdivision _____

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 20-DG-11094200-154
Between The
NATURAL RESOURCES, MINNESOTA DEPARTMENT OF
And The
USDA, FOREST SERVICE
EASTERN REGION STATE AND PRIVATE FORESTRY**

Project Title: URBAN & COMMUNITY FORESTRY AND FOREST RESILIENCE
EMERALD ASH BORER

Upon execution of this document, an award to NATURAL RESOURCES, MINNESOTA DEPARTMENT OF, hereinafter referred to as "MNDNR," in the amount of **\$451,809.00**, is made under the authority of P.L. 95-313 Cooperative Forestry Assistance Act of 1978. The Catalog of Federal Domestic Assistance (CFDA) number and name are 10.675 Urban and Community Forest Program. MNDNR accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated May 20, 2020, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 50%, which your organization has agreed to meet, as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R9SPFgrants@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** MNDNR shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Valerie McClannahan, Urban and Community Forestry Coordinator 500 Lafayette Rd., Box 44 St. Paul, MN 55155 Phone: 651-259-5283 Fax: 651-296-5954 E-Mail Address: valerie.mcclannahan@state.mn.us	Jody Wagner, Fire & Federal Funds Specialist 500 Lafayette Rd., Box 44 St. Paul, MN 55155 Phone: 651-259-5257 Fax: 651-296-5954 E-Mail Address: jody.wagner@state.mn.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Jill Johnson Address: 1992 Folwell Ave. City, State, Zip: Saint Paul, MN 55108 Telephone: 651-649-5253 Email: jill.johnson@usda.gov	Name: John LaBounty Address: 626 East Wisconsin Ave. City, State, Zip: Milwaukee, WI 53202 Telephone: 414-297-3645 Email: john.labounty@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** MNDNR shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. **REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.** Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match the approved project budget when submitting each FS-270.

The invoice must be sent by one of three methods:

EMAIL (preferred): asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109
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- E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **21.29%** as shown in the NICRA provided by the Cooperator. As new NICRAs are agreed to between MNDNR and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification. If the NICRA is for a provisional rate, MNDNR shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.
- F. PRIOR WRITTEN APPROVAL. MNDNR shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service the Regional Forester and their acting signature. The start date of this award is July 1, 2020. Pre-award costs are authorized pursuant to 2 CFR 200.458. The end date, or expiration date is **September 30, 2023**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

Forrest Boe Digitally signed by Forrest Boe
Date: 2020.07.21 11:18:32
-05'00'

Date

Natural Resources, Minnesota Department of

STEVEN MILLER Digitally signed by STEVEN MILLER
Date: 2020.07.28 12:26:27 -05'00' 7/28/20

Date

ROBERT LUECKEL
Acting Regional Forester
Eastern Region, State and Private Forestry

The authority and the format of this award have been reviewed and approved for signature.

JOHN LABOUNTY Digitally signed by JOHN LABOUNTY
Date: 2020.07.17 07:44:29 -05'00' 7/17/20

Date

JOHN LABOUNTY
Forest Service Grants Management Specialist



What Federal Civil Rights laws must you follow to ensure compliance?

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provided in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program_intake@usda.gov.

This institution is an equal opportunity provider."

If the publications or materials are too small to permit the use of the full statement, at a minimum include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

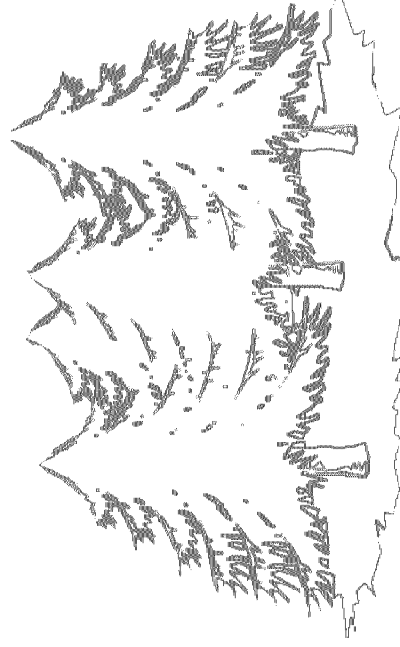
What does the Forest Service do to ensure compliance with nondiscrimination responsibilities?

The Forest Service will conduct reviews of your programs and activities on a periodic basis to ensure that they comply with Civil Rights laws. The USDA will receive, investigate, and adjudicate claims alleging violation of Civil Rights laws by recipients of USDA assistance.

Grants and Agreements

Complying With Civil Rights Requirements

Your Responsibilities as a Partner With the Forest Service



U.S. Code	Statute	Prohibits Discrimination on the Basis of:
(42 U.S.C. 2000d-2000c)	Title VI of the Civil Rights Act of 1964	Race, Color, or National Origin (including LEP)
(20 U.S.C. 1681-1686)	Title IX of the Education Amendments of 1972	Sex (in educational programs and activities)
(42 U.S.C. 6101 et seq)	Age Discrimination Act of 1975, as amended	Age
(29 U.S.C. 794)	Section 504 of the Rehabilitation Act of 1973, as amended	Disability

For More Information

The Forest Service is your partner in providing equal opportunity to the public. For more information, please contact your local Forest Service office.

“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes, or results in racial discrimination.”

— President John F. Kennedy, in his 1963 message calling for the enactment of Title VI of the Civil Rights Act

USDA is an equal opportunity provider, employer, and lender.



Who is required to comply with Federal Civil Rights laws?

If you receive Federal funds or assistance, such as a grant or agreement, from the U.S. Department of Agriculture(USDA), Forest Service, by law you must provide equal opportunity for all people to participate in the programs and activities you offer. For example, you should not deny or exclude anyone from programs, services, aids, or benefits. Also, you must not retaliate in any manner against a person who files a complaint or opposes any unlawful or discriminatory practice. The back of this brochure shows Federal Civil Rights laws that apply.

This brochure provides a basic overview of your responsibilities for ensuring nondiscrimination in the delivery of your programs and activities to the public on bases covered by Federal law. These bases include race, color, national origin, sex (in educational programs or activities), age, and disability.

What are some types of Federal funding and assistance?

- Federal monies given by grants, subgrants, cooperative agreements, challenge cost-share agreements, cost-reimbursable agreements, or loans
 - Training presented by a Federal agency
 - Loan/temporary assignment of Federal personnel (e.g., a Forest Service employee instructing a course at a local university)
 - Loan or use of Federal property at below market value
- ### Are you a recipient of Federal funding and assistance?
- You are a recipient if, through a partnership with the Forest Service, you receive Federal funding or assistance (either directly or through another recipient) to conduct a program you offer to the public.
- Recipients include:
- Any individual receiving Federal funding or assistance
 - A State or local government

- American Indian or Alaska Native individual, tribe, corporation, or organization
- Any public or private agency, institution, or organization (e.g., university, college, or nonprofit)

What are your responsibilities for complying with Federal Civil Rights laws?

As a partner with the Forest Service, your responsibilities for complying with Federal Civil Rights laws include, but are not limited to:

- Signing a nondiscrimination assurance clause certifying that you will comply with Civil Rights laws (SF-424B or SF-424D). If you have subrecipients, obtain a signed assurance from them. An example of a subrecipient is a local community organization receiving a subgrant from a State forestry agency.
- Displaying the "And Justice for All" U.S. Department of Agriculture poster (AD-475A) in your public reception areas or other areas visible to the public. Contact your local Forest Service office to obtain copies.
- Including in any of your publications and outreach materials related to a grant or agreement project, a statement of affiliation with the Forest Service, e.g., "This publication made possible through a grant from the USDA Forest Service." OR "This research was conducted in cooperation with the USDA Forest Service." OR "This research was funded by a grant from the USDA Forest Service."
- Providing program information in alternative formats for people with disabilities and in alternative languages for people with Limited English Proficiency (LEP), as appropriate to your customer base.
- Developing a language access plan to translate or interpret vital documents free of charge to your customers when needed or requested by local members of the public with LEP. Visit <http://www.lep.gov/lepbrochure.pdf>.
- Identifying a person to be responsible for ensuring your program is in compliance with Civil Rights requirements.

- Reviewing all your policies, procedures, and practices to ensure they do not limit participation on the basis of race, color, national origin, age, disability, or sex (in educational programs and activities).
- Evaluating the accessibility of your programs and facilities. If they are not now accessible, develop a transition plan for making them accessible and then carry out the plan as appropriate.
- Ensuring that your staff understands their Civil Rights responsibilities, including their role in the USDA complaint process.
- Providing outreach to a wide variety of communities to ensure diversity if you advertise or market your program.
- Providing the Forest Service with demographic information on program participation based on race, national origin, sex, age, and disability, where applicable.
- Including the following statement about nondiscrimination and how to file a complaint in your publications and outreach materials:
"In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)
- Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information is also available in languages other than English.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1485 **Version:** 1 **Name:** Hire Warming House
Type: Agenda Item **Status:** Passed
File created: 11/19/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider hiring seasonal part-time employees in the Parks and Recreation Department.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved	Pass

Consider hiring seasonal part-time employees in the Parks and Recreation Department.

Background Information:

The following will be hired as seasonal part-time Warming House Attendants at a rate of \$11.00 per hour. These positions are part of the regular operating budget and will work from November 24, 2020 to March 30, 2021.

Brett Rodenberg
Julie Anderson
Conner LaRoque

Staff Recommendation:

City staff recommends hiring seasonal part-time employees in the Parks and Recreation Department.

Requested City Council Action:

Make a motion to hire seasonal part-time employees in the Parks and Recreation Department.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1486 **Version:** 1 **Name:** Used Dasher Boards
Type: Agenda Item **Status:** Passed
File created: 11/19/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider purchasing a set of used dasher boards from Arena Warehouse, LLC.

Sponsors:

Indexes:

Code sections:

Attachments: [Dasher Boards](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved As Presented	Pass

Consider purchasing a set of used dasher boards from Arena Warehouse, LLC.

Background Information:

As part of the approved 2021 CIP, we will be constructing a new outdoor rink to replace the one we are losing at the Forest Lake Elementary site. Final location has not been determined but we have had positive meetings with the YMCA about putting it on their property. We were able to find a used set of steel and poly dasher boards through Arena Warehouse, LLC for \$24,900.

Staff Recommendation:

City staff recommends purchasing a used set of dasher boards from Arena Warehouse, LLC.

Requested City Council Action

Make a motion to purchase a used set of dasher boards from Arena Warehouse, LLC for \$24,900.

Arena Warehouse, LLC

1661 Donway Court NE
Alexandria, MN 56308

320-815-2369

jeff@arenawarehouse.com

www.arenawarehouse.com



Estimate

Date	Estimate #
10/7/2020	169

Customer
City of Grand Rapids, MN Attn: Dale Anderson 1401 NW 3rd. Ave. Grand Rapids, MN 55744

Project

Description	Qty	Price	Total
All preowned equipment sold as is no warranty: Preowned 200' x 85' - 28' radius Dasher Board System Comes with Chain Link Fencing and player boxes **As seen in photo's** Included: Complete Dasher board system with chain link fencing. Complete pallet of additional caprail. Complete removal and packaging of system. Palletizing, banding, and shrink wrapping of system. Lift rental on site for removal. Shipping to Grand Rapids, MN	1	24,900.00	24,900.00
Total			\$24,900.00

Signature _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1479 **Version:** 1 **Name:** Phase 2 Fire Hall Bids
Type: Agenda Item **Status:** Passed
File created: 11/16/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider a resolution accepting bids for Phase 2 of New Fire Hall - 2020, City Project 2020/FD-1.
Sponsors:
Indexes:
Code sections:
Attachments: [11-23-20 Resolution Award Phase 2 Fire Hall](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved As Presented	Pass

Consider a resolution accepting bids for Phase 2 of New Fire Hall - 2020, City Project 2020/FD-1.

Background Information:

Bids were received and publicly opened for Phase 2 of the New Fire for general construction, fire suppression, mechanical, electrical, and the police evidence garage. The attached resolution summarizes the bidders along with recommended low responsible bidders.

Staff Recommendation:

City staff is recommending a resolution accepting bids for Phase 2 of New Fire Hall - 2020, City Project 2020/FD-1.

Requested City Council Action

A motion recommending a resolution accepting bids for Phase 2 of New Fire Hall - 2020, City Project 2020/FD-1.

Councilor ___ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-__

**A RESOLUTION ACCEPTING BID FOR
PHASE 2 OF NEW FIRE HALL - 2020
CITY PROJECT 2020/FD-1**

WHEREAS, pursuant to an advertisement for Phase 2 of the New Fire Hall, which includes the general construction, fire suppression, mechanical/plumbing, and electrical, of the new fire hall located at 104 11th Street SE, and a police evidence garage located at the existing domestic animal control facility, bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder-Work Scope	Base Bid	Alternate 1	Alternate 2	Alternate 3
4 General Construction				
Max Gray Construction	\$589,500	+\$54,000	(\$4,800)	+\$12,900
Hawk Construction	\$629,000	+\$56,320	(\$4,470)	+\$11,380
TNT Construction	\$690,000	+\$53,500	(\$4,800)	+\$12,900

Alternate 1 is: placing epoxy flooring throughout the entire building.

Alternate 2 is: eliminate epoxy in office space and install vcp tile.

Alternate 3 is: is for stone countertops.

Bidder-Work Scope 5 Fire Suppression	Base Bid
Absolute Fire Protection	\$36,282
LVC Companies	\$37,230
Brothers Fire and Security	\$38,400
Breth-Zenzen	\$39,390
Dynamic Fire Protection	\$43,400
Nova Fire Protection	\$48,500
Summit Companies	\$53,900

Bidder-Work Scope 6 Mechanical	Base Bid
Shannons	\$700,000
JK Mechanical	\$747,650
Climate Makers	\$778,000
SCR	\$833,000
Rapids Plumbing and Heating	\$880,000
Weldner Plumbing and Heating	\$964,000

Bidder-Work Scope 7 Electrical	Base Bid
A-Z Electric	\$299,977
Tromco	\$355,000
PEC Solutions	\$379,891
Lanyk Electric	\$395,000
Saginaw Electric	\$431,243

Bidder-Work Scope 8 Police Evidence Storage	Base Bid
TNT Construction	\$384,000
Max Gray Construction	\$385,000
Hawk Construction	\$391,800

WHEREAS, the City Building Official is recommending the following be awarded:

Bidder	Work Scope	Base Bid	Alternate 1
Max Gray Construction	Work Scope 4 General Construction	\$589,500	\$54,000
Absolute Fire Protection	Work Scope 5 Fire Suppression	\$36,282	N/A
Shannons	Work Scope 6 Mechanical	\$700,000	N/A
A-Z Electrical	Work Scope 7 Electrical	\$299,977	N/A
TNT Construction	Work Scope 8 Police Evidence Storage	\$384,000	N/A

WHEREAS, it appears that the low Contractors are responsible bidders, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contracts with Max Gray Construction for Base Bid plus Alternate 1, Absolute Fire Protection, Shannons, A-Z Electric, and TNT Construction, in the name of the City of Grand Rapids for Grand Rapids City Project 2020/FD for a total contract amount state above and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 23rd day of November, 2020.

Dale Adams, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1481 **Version:** 1 **Name:** 2021 RAMS Board of Directors Nomination
Type: Agenda Item **Status:** Passed
File created: 11/16/2020 **In control:** City Council
On agenda: 11/23/2020 **Final action:** 11/23/2020
Title: Consider a motion nominating Dale Adams to the RAMS Board of Directors

Sponsors:

Indexes:

Code sections:

Attachments: [2021 RAMs Board Nomination Form](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved As Presented	Pass

Consider a motion nominating Dale Adams to the RAMS Board of Directors

Background Information:

Nominations for RAMS board of directors are due December 1st. Council member Christy's term expires at the end of this year. Mayor Adams, who will become a council member in 2021, would like to be considers for the RAMS board of directors. In order to file, the City Council must approve his submittal. The submittal information is attached.

Staff Recommendation:

City staff is recommending a motion approving that future council member Dale Adams, file for the two-year term for board of directors of RAMS.

Requested City Council Action

A motion approving that future council member Dale Adams, file for the two-year term for board of directors of RAMS.



November 4, 2020

RAMS ASSOCIATE MEMBERS: NOTICE OF BOARD OF DIRECTOR NOMINATIONS

As the year comes to a close it is time for our public sector **member units** to take action on filling the 13, vacancies we will have on the RAMS board of directors beginning in January 2021. One of the 13 is a superintendent that will be nominated by the Superintendent's Association. The other 12 come from our townships, school districts or cities. If your community or township has not had a seat on the board, now is your opportunity to nominate someone from your board. *This year we have 12 openings for the normal 2- year seat on the board of directors, and we also have (1) one-year seat on the board, due to a candidate not prevailing in their bid for re-election.* **When you make your nomination, please designate if you are nominating for the two (2) year seat or the one (1) year spot.**

Attached is a list of the 12 current board members whose term of office expires at the end of 2020. Each member unit (City, Township, School District) has the right to submit a nominee to be placed on the official election ballot which will be voted on by all dues paying **member units** during the month of December. PLEASE MAKE CERTAIN THIS ITEM IS PLACED ON YOUR BOARD AGENDA IN NOVEMBER. Nominations must be submitted no later than **December 1st**, so we can assure they are placed on the official ballot that will be mailed out to each **member unit** on December 4th, 2020.

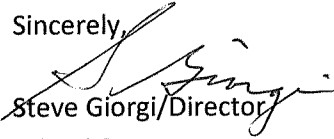
You may decide to nominate the same person whose term has expired, (as long as they still hold an elected seat with your local government unit) or someone else from your township board, school board or city council of elected officials. You may decide not to nominate anyone. The choice is yours, but if you do nominate someone, **PLEASE RETURN THE OFFICIAL NOMINATION FORM by DEC 1st**. The form may be emailed to: sgiorgi@ramsmn.org; it may be faxed to: 218-741-1719; or it may be mailed to:

RAMS
5525 Emerald Avenue
Mt. Iron MN 55768

If you have any questions, please do not hesitate to contact either myself or Lois at the RAMS office. Lois is available at rams@ramsmn.org or by calling 218-748-7651. My cell is 218-780-8877.

Thanks for your immediate attention to this matter.

Sincerely,



Steve Giorgi/Director

sgiorgi@ramsmn.org

218-780-8877



**OFFICIAL NOMINATION FORM
RAMS BOARD OF DIRECTORS
JANUARY 2021-DECEMBER 2022**

As a current dues paying member of RAMS, we officially nominate the following elected official (Council Member, Township Supervisor or School Board Director):

Name
Elected Title

for the following term: (select one of the two available terms for your nominee)

**TWO YEAR TERM (12 VACANCIES)
JANUARY 1, 2021 – DECEMBER 31, 2022**

OR

**ONE YEAR TERM (1 VACANCIES)
JANUARY 1, 2021 – DECEMBER 31, 2021**

Submitted by:

Title

Date

Entity

NOMINATIONS MUST BE SUBMITTED BY DECEMBER 01, 2020 IN ORDER TO BE INCLUDED ON THE OFFICIAL BALLOT. *Due to the COVID, there will not be an Annual meeting. This is your only opportunity to nominate someone to be on the official ballot.*

Email: sgiorgi@ramsmn.org

Fax: 218-741-1719

Mail: RAMS, 5525 Emerald Avenue, Mt. Iron, MN 55768

EXECUTIVE BOARD MEMBERS – TERMS EXPIRE DEC 2020

Pat Medure
Christy, Dale
Glenn Anderson
Cyndi Worshek
Jim Fisher
Stuart Lehman
Kim McLaughlin
Shane Hoff
Ron Pittman
Cal Saari
Stacey Sundquist
Gregg Allen

School Board
City Council
City Council
School Board
Township Supervisor
City Council
School Board
City Council
Township Supervisor
Mayor
School Board
Superintendent

ISD # 318 Grand Rapids
City of Grand Rapids
City of Babbitt
ISD # 2711 Mesabi East
McDavitt Township
City of Buhl
ISD #701 Hibbing
City of Silver Bay
Cherry Township
City of Nashwauk
Rock Ridge High School
ISD # 318 Mesabi East



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1478 **Version:** 1 **Name:** Conduct a public hearing to consider the rezoning of 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

Type: Public Hearing **Status:** Passed

File created: 11/16/2020 **In control:** City Council

On agenda: 11/23/2020 **Final action:** 11/23/2020

Title: Conduct a public hearing to consider the rezoning of 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

Sponsors:

Indexes:

Code sections:

Attachments: [Zoning Map Amendment Request: Maps 1 & 2](#)
[Draft Planning Commission Mtg. Minutes 11-5-2020](#)
[Arrowhead Medical Zoning Map Amendment: Application](#)
[PowerPoint Presentation: Zoning Map Amendment Public Hearing](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Open	Pass
11/23/2020	1	City Council	Close	Pass

Conduct a public hearing to consider the rezoning of 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

Background Information:

Arrowhead Medical LLC. and property owner, Cutsforth LLC., filed an application for a Zoning Map Amendment with the City on September 22, 2020. The application requests the City’s consideration of the rezoning of property (legally described within the application) from its current SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

The petition submitted by Arrowhead Medical LLC and Cutsforth LLC, involves 9.2 acres of land (two parcels), and is generally located on the south side of Co. Road 63, east of Hammerlund Construction, and adjacent to and west of the Izaak Walton Park/Boat Launch on the Blandin Reservoir (see map #1). Map #1 also illustrates the subject property in relation to the existing zoning in the area: SGB (Shoreland General Business) north across Co. Rd. 63, PU (Public Use) to the east, and SI-2 (Shoreland General Industrial Park) to the west and south.

The subject property has an approximately 9,800 sq. ft. building, previously occupied by Cutsforth LLC. and used for light manufacturing and office space (permitted in the SI-2 zoning district, as well as the BP zoning district), but has been vacant for the last 5 years.

The Zoning Map Amendment, if approved, would facilitate the purchase of the subject property by Arrowhead Medical LLC, and allow them to relocate their medical equipment and supply sales/distribution company (a use permitted within the SBP zoning district, but not permitted within the SI-2 zoning district) to the site.

The Future Land Use map contained within the 2020 Comprehensive Plan (see map #2) shows the subject property located within a slightly larger area indicated as future Business Park (this future designation was carried over from the 2011 Comprehensive Plan).

The subject property, as well as an expanded area (former Ainsworth/Potlatch property), was rezoned to the current designation in 2008 as part of the City mass Zoning Map Amendment project, which applied zoning designations

consistent with existing land uses at that time, as well as, the City's 2003 Comprehensive Plan Future Land Use Map, to areas of Grand Rapids Township that were part of the Orderly Annexation Agreement with the City.

The Planning Commission reviewed the Zoning Map Amendment petition at their November 5, 2020 regular meeting, and, based on their findings, which are incorporated into the draft ordinance, forwarded a recommendation for approval of the petitioned Zoning Map Amendment.

Additionally, due to the date the Zoning Map Amendment application was received by the city (September 22, 2020), in relation to the Planning Commission and City Council's regular meeting schedules, the Planning Commission, during the November 5th meeting, exercised their ability to extend the 60 Day Rule an additional 30 days, per Minnesota Statute §§ 15.99, Subd. 3(f). This action was only to ensure that the City has sufficient time to review and render a decision on the rezoning petition. The City Council's scheduled public hearing on the rezoning petition, November 23, 2020, is 62nd day.

Requested City Council Action

Conduct a public hearing to consider the rezoning of 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

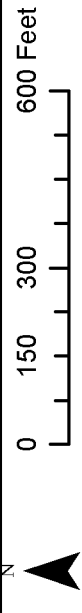
Arrowhead Medical Zoning Map Amendment Request (SI-2 to SBP) MAP #1



Arrowhead Medical Zoning Map Amendment Request (Future Land Use) MAP #2



City of Grand Rapids





CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final Planning Commission

DRAFT

*COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744*

Thursday, November 5, 2020

4:00 PM

Council Chambers

BE ADVISED: Pursuant to Minnesota Statute 13D.021, Subdivision 1, some or all members may appear by telephone or other electronic means.

Call To Order

Call of Roll

- Present** 6 - Chairperson Molly MacGregor, Vice Chair Patrick Goggin, Commissioner Mark Gothard, Commissioner Lester Kachinske, Commissioner Ted Hubbes, and Commissioner Betsy Johnson
- Absent** 1 - Commissioner Susan Lynch

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Motion by Commissioner Kachinske, second by Commissioner Goggin to approve the agenda with the addition of considering the extension of the 60 day rule as it applies to the Arrowhead Medical, LLC. The following roll call vote was taken: Yea: Gothard, Hubbes, Goggin, Kachinske, Johnson, MacGregor. Nay: None, passed unanimously.

Approval of Minutes

Approve the minutes of the June 4, 2020, 4:00 pm regular meeting.

Motion by Commissioner Goggin, second by Commissioner Johnson to approve the minutes of the June 4, 2020 regular meeting. The following roll call vote was taken: Yea: Johnson, Kachinske, Goggin, Hubbes, Gothard, MacGregor. Nay: None, passed unanimously.

General Business

Consider a recommendation to the City Council regarding the rezoning of 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

Community Development Specialist Trast provided a power point and background information.

Arrowhead Medical LLC. and property owner, Cutsforth LLC., filed an application for a Zoning Map Amendment with the City on September 22, 2020. The application requests the City's consideration of the rezoning of property (legally described within the application) from its current SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

The petition submitted by Arrowhead Medical LLC and Cutsforth LLC, involves 9.2 acres of land (two parcels), and is generally located on the south side of Co. Road 63, east of Hammerlund Construction, and adjacent to and west of the Izaak Walton Park/Boat Launch on the Blandin Reservoir (see map #1). Map #1 also illustrates the subject property in relation to the existing zoning in the area: SGB (Shoreland General Business) north across Co. Rd. 63, PU (Public Use) to the east, and SI-2 (Shoreland General Industrial Park) to the west and south.

The subject property has an approximately 9,800 sq. ft. building, previously occupied by Cutsforth LLC. and used for light manufacturing and office space (permitted in the SI-2 zoning district, as well as the BP zoning district), but has been vacant for the last 5 years. The Zoning Map Amendment, if approved, would facilitate the purchase of the subject property by Arrowhead Medical LLC, and allow them to relocate their medical equipment and supply sales/distribution company (a use permitted within the SBP zoning district, but not the SI-2 zoning district) to the site.

The Commissioners reviewed the considerations for the record:

1. Will the change affect the character of neighborhoods?

Why/Why not? No it will not change the character of the neighborhood.

2. Would the change foster economic growth in the community?

Why/Why not? Yes, it will bring a business into a vacant building.

3. Would the proposed change be in keeping with the spirit and intent of the ordinance?

Why/Why not? Yes, it is still keeping the shoreland designation but it also allows for a business to prosper.

4. Would the change be in the best interest of the general public?

Why/Why not? Yes, there is a high demand for medical equipment.

5. Would the change be consistent with the Comprehensive Plan?

Why/Why not? Yes, because it is consistent with the future land use.

Motion by Commissioner Goggin, second by Commissioner Hubbes that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the Zoning Map Amendment, as petitioned by Arrowhead Medical LLC and property owner, Cutsforth LLC, legally described within the Staff Report and as shown in the maps presented here today, from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park); The following roll call vote was taken: Yea: Gothard, Hubbes, Goggin, Kachinske, Johnson, MacGregor. Nay: None, motion passed unanimously.

Consider the extension of the 60-Day Rule as it applies to the Arrowhead Medical LLC. and property owner, Cutsforth LLC. Zoning Map Amendment request.

Due to the date the Zoning Map Amendment application was received by the city (September 22, 2020), in relation to the Planning Commission and City Council's regular meeting schedules, staff is requesting that the Planning Commission exercise their ability to extend the 60 Day Rule an additional 30 days, per Minnesota Statute §§ 15.99, Subd. 3(f). This action is only to ensure that the City has sufficient time to review and render a decision on the rezoning petition. The City Council is scheduled to conduct a public hearing on the rezoning petition November 23, 2020 (the 62nd day).

Motion by Commissioner Kachinske, second by Commissioner Goggin to extend the 60 Day Rule and additional 30 days, as it applies to the Arrowhead Medical LLC and property owner Cutsforth LLC Zoning Map Amendment request. The following roll call vote was taken: Yea: Johnson, Kachinske, Goggin, Hubbes, Gothard, MacGregor. Nay: None, passed unanimously.

Public Input

Miscellaneous\Updates

Adjourn

Adjourn



CITY OF GRAND RAPIDS
IT'S A MIND-BLOWING NATURAL

Petition for Rezoning (Zoning Map Amendment)
Community Development Department
420 North Pokegama Ave.
Grand Rapids, MN 55744
Tel. (218) 326-7601 Fax (218) 326-7621
Web Site: www.cityofgrandrapidsmn.com

The undersigned do hereby respectfully request the following be granted by support of the following facts herein shown:

Arrowhead Medical LLC

Name of Applicant

35010 Rolland Rd

Address

Cohasset MN 55721

City

State

Zip

adam@arrowhead.com 218-244-3185

Business Telephone/e-mail

dave@arrowhead.com 218-254-8700

Cutsforth LLC

Name of Owner (If other than applicant)

113 Cherry St. # 49017

Address

Seattle WA 98104

City

State

Zip

816-492-0793

Business Telephone/e-mail

dustin@cutsforth.com

Parcel Information:

Tax Parcel # 91-019-2203 + 91-019-2204

Property Size: 10.23 Acres

Existing Zoning: Industrial

Requested Zoning: Business Park

Existing Use: _____

Proposed Use: _____

Property Address/Location: 30 Cty Rd 63; Grand Rapids MN

Legal Description: Thst Pt of Lot 3 Desc as Foll: Comm @ NW / Sec 19 Twp 55 Rng 25
(attach additional sheet if necessary)

I (we) certify that, to the best of my (our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

Adam Glorvigen
David Lutze

Signature(s) of Applicant(s)

9/21/2020

Date

Authentisign

Dustin Cutsforth

09/21/2020

Signature(s) of Owner(s)-(If other than applicant)

Date

Office Use Only

Date Received 9/22/2020 Certified Complete 9/23/2020 Fee Paid \$505-

Planning Commission Recommendation

Approved _____ Denied _____

Meeting Date 11/5/2020

City Council Action

Approved _____ Denied _____

Meeting Date 11/23/2020

Summary of Special Conditions of Approval: _____

Required Submittals (5 copies of each & electronic versions of all pertinent information):

- Application Fee - \$505.00 *1 Location Map Map Showing Surrounding Zoning
 Proof of Ownership – (a copy of a property tax statement or deed will suffice)

*1 The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.

Justification of Proposed Rezoning: Please answer all of the following questions (attach additional pages if needed). The Planning Commission will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

- A. What are the Surrounding land uses? Describe the existing uses and zoning classifications in the area surrounding the subject property.

Currently the site is zoned "Industrial"^{Light}
The property is surrounded by two(2)
construction companies, one(1) gas station, one(1)
marketing company.

- B. Would the uses permitted by the proposed zoning map change be appropriate for the surrounding area? Yes!

The change to "Business Park" better defines and clarifies the existing description. For Arrowhead Medical as a medical reseller of equipment and supplies the rezoning classification from "industrial" to "Business" appropriately describes our business structure and company.

- C. Is the property adequately served by public infrastructure (streets, sidewalks, utilities, etc)? Yes and No

Yes the property has streets and walking path.
No as the property has both a septic and well and does not use city utilities. Natural gas is provided through Cohasset public utilities!

- D. Demonstrate the need for additional property in the proposed zoning district. Arrowhead Medical's

need for this property is critical to our continued growth as a business. The building gives us the ability to purchase more equipment from our vendors. The need for a truck dock, heated warehouse along with staff offices is met in this building!

E. What effect will the proposed rezoning have on the growth and development of existing neighborhoods, other lands in the proposed district, commercial and industrial neighborhoods? None! Only that the rezoning clarification better fit and explain the property and building "use" by Arrowhead Medical. I believe the "Business Park" also explains the use by the current companies which surround the property.

F. Demonstrate that the proposed rezoning is the minimum change needed to allow a reasonable use of the property. Currently zoning of medical equipment and supply companies are only allowed in "Business Park" zones NOT "Industrial Park" zones, and for this reason alone for us to remain long term this change must be made based on GR city zoning policies!

G. How does the proposed rezoning conform to the City's Comprehensive Plan? This rezoning from Industrial to Business also I believe fits the GR city comprehensive Plan of business development for tax reasons, and also helps to bring jobs and value to the city of GR.

H. Is the timing proper for the proposed rezoning? Yes! we are currently in the process of purchasing the property from Cirtforth, this rezoning would work perfect with this purchase of the building and property!

- I. Any additional information that the Petitioner would like to supply. The building has sat vacant for the past 5+ years. We have been in the building since December 2019, leasing the building. As with any structure non-use and vacancy can create serious issues including vandalism, structural windows, doors, heating/cooling, well and septic problems. The purchase of the property and building by Arrowhead Medical reduces these potential issues and concerns as we will make the necessary maintenance updates as these issues arise.

Additional Instructions:

Prior to submitting your Petition to Rezone, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals. Completed applications required to be submitted to the Grand Rapids Community Development Department by the 15th of the month.

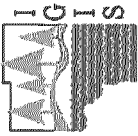
Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Will the change affect the character of the neighborhoods?
- Would the change foster economic growth in the community?
- Would the proposed change be in keeping with the spirit and intent of the ordinance?
- Would the change be in the best interest of the general public?
- Would the change be consistent with the Comprehensive Plan?

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.



Property Details

91-019-2204

**Itasca County
Assessor's
Department**

Parcel Details

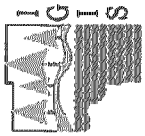
Assessment Year	Taxes Payable Year	Class Code	Class Description	Land Estimate	Building Estimate	Estimated Market Value
2020	2021	234	Industrial Preferred	\$106,000	\$441,000	\$547,000

Legal Description

Township 55N Range 25W Section 19 - THAT PT OF LOT 3, DESC AS FOLL: COMM AT NW CORNER OF SAID LOT 3; TH N 86 DEG 48' 06" E, ASSIGNED BEARING, ALG THE N LINE OF SAID LOT 3, A DIST OF 190.35' TO NE CORNER OF W 190' OF SAID LOT 3; TH S 00 DEG 17' 11" W, ALG THE E LINE OF SAID W 190' A DIST OF 505.94'; TH S 44 DEG 19' 07" E 409.82'; TH S 85 DEG 17' 34" E 432.64'; TH S 75 DEG 32' 33" E 150.27' TO POB OF THE TRACT TO BE HEREIN DESC; TH CONT S 75 DEG 32' 33" E 148.89'; TH S 53 DEG 17' 09" E 339.36' TO E LINE OF SAID LOT 3; TH N 02 DEG 03' 08" E, ALG SAID E LINE, 1186.71' TO NE CORNER OF SAID LOT 3; TH S 86 DEG 48' 06" W, ALG SAID N LINE, 459.43' TO THE INTERS WITH A LINE BEARING N 00 DEG 00' 00" E FROM SAID POB; TH S 00 DEG 00' 00" W 920.26' TO THE POB LESS THAT PT OF SAID LOT 3 DESC AS FOLL: BEG AT NE CORNER OF SAID LOT 3; TH S 01 DEG 45' 58" W, BEARING ASSUMED, ALG THE E LINE THEREOF, 630', MORE OR LESS, TO INTERSECT THE NLY SHORE OF THE MISSISSIPPI RIVER; TH SWLY, ALG SAID SHORE TO INTERSECT THE W LINE OF THE E 75' OF SAID LOT 3; TH N 01 DEG 45' 58" E, ALG SAID W LINE, 622', MORE OR LESS, TO INTERSECT THE N LINE OF LOT 3; TH N 86 DEG 30' 55" E, ALG SAID N LINE A DIST OF 75.32' TO POB

Land Detail

Land Type	Units	CAMA Land Estimate
NO VALUE LAND UNDER WATER	66647 Square Feet	\$0
ROAD R/W IN SQUARE FEET	42689 Square Feet	\$0
BLANDIN - Poor	156 Feet	\$6,047
BLANDIN - Poor	204 Feet	\$3,399



Property Details

91-019-2203

**Itasca County
Assessor's
Department**

Parcel Details

Assessment Year	Taxes Payable Year	Class Code	Class Description	Land Estimate	Building Estimate	Estimated Market Value
2020	2021	234	Industrial Preferred	\$11,600	\$0	\$11,600

Legal Description

Township 55N Range 25W Section 19 - THAT PT OF LOT 3 DESC AS FOLL: COMM AT NW CORNER OF SAID LOT 3; TH N 86 DEG 48' 06" E, ASSIGNED BEARING ALG THE N LINE OF SAID LOT 3 A DIST OF 190.35' TO THE NE CORNER OF THE W 190' OF SAID LOT 3 & THE POB OF THE TRACT TO BE HEREIN DESC; TH S 00 DEG 17' 11" W, ALG THE E LINE OF SAID W 190' A DIST OF 505.94'; TH S 44 DEG 19' 07" E 409.82'; TH S 85 DEG 17' 34" E 432.64'; TH S 75 DEG 32' 33" E 150.27'; TH N 00 DEG 00' 00" W 365'; TH N 83 DEG 49' 56" W 69.83'; TH N 25 DEG 32' 09" W 140'; TH N 17 DEG 06' 57" E 440.96' TO THE N LINE OF SAID LOT 3 SAID PT LIES 459.43' WLY OF THE NE CORNER OF SAID LOT 3; TH S 00 DEG 00' 00" W 555.26' TO THE POB

Land Detail

Land Type	Units	CAMA Land Estimate
ROAD R/W IN SQUARE FEET	3049 Square Feet	\$0
GR-GEN BUSINESS DIST UNPLATTED WEST	37462 Square Feet	\$11,613

Sales Information

Multi Parcel	CRV Number	E CRV Number	Sale Date	Buyer Name	Seller Name	Purchase Price



▼ Address or PIN Search 🔍



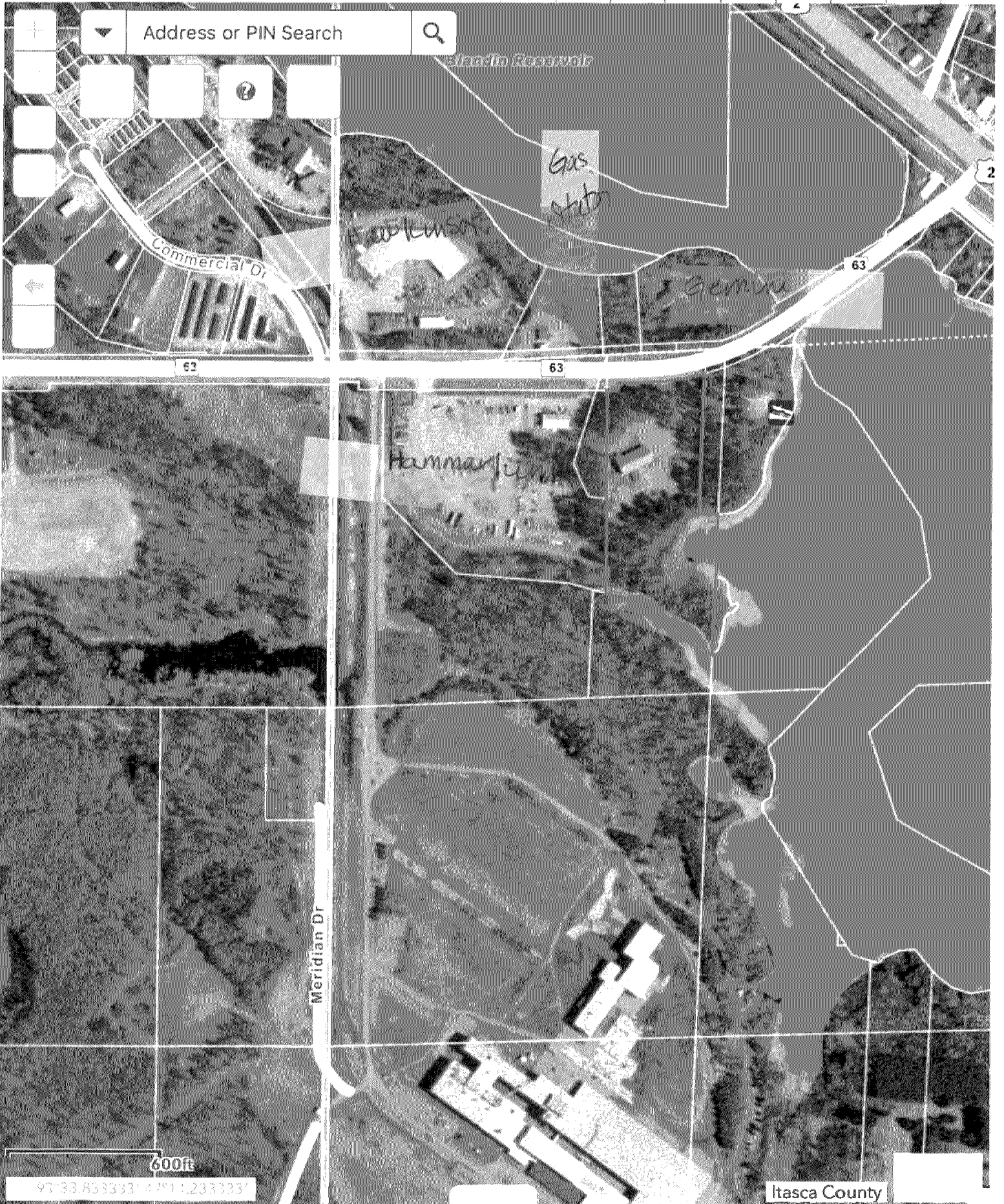
63

63

63

300ft

47°43'36.70" N 96°43'06.67" W



Address or PIN Search



Gas Station

Hamman

Sandy

Commercial Dr

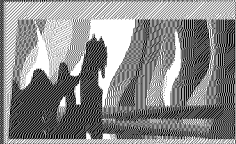
Meridian Dr

Salandin Reservoir

600ft

97°33.833333' W 47°11.233333' N

Itasca County



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Public Hearing

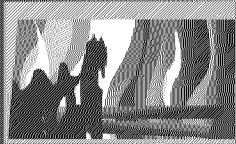
Zoning Map Amendment Request

SI-2 (Shoreland General Industrial Park)

to

SBP (Shoreland Business Park)

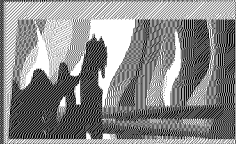
November 23, 2020



CITY OF
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Zoning Map Amendment

- **Petitioner:** Arrowhead Medical LLC., and property owner, Cutsforth LLC.
- **Filing Date:** September 22, 2020
- **Requested Zoning Map Amendment:** rezoning from current SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).
- **Subject Property:** 9.2 acres – 30 Co. Road 63. (generally located on the south side of Co. Road 63, east of Hammerlund Construction, and adjacent to and west of the Izaak Walton Park/Boat Launch on the Blandin Reservoir).
- **Present Use:** 9,800 sq. ft. building, previously occupied by Cutsforth LLC. and used for light manufacturing and office space, but has been vacant for the last 5 years.
- **Intended Use:** Rezoning would facilitate the purchase of the subject property by Arrowhead Medical LLC, and allow them to relocate their medical equipment and supply sales/distribution company (a use permitted within the SBP zoning district, but not the SI-2 zoning district) to the site.



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Zoning Map Amendment

Arrowhead Medical Zoning Map Amendment Request (SI-2 to SBP) MAP #1



Surrounding Zoning:

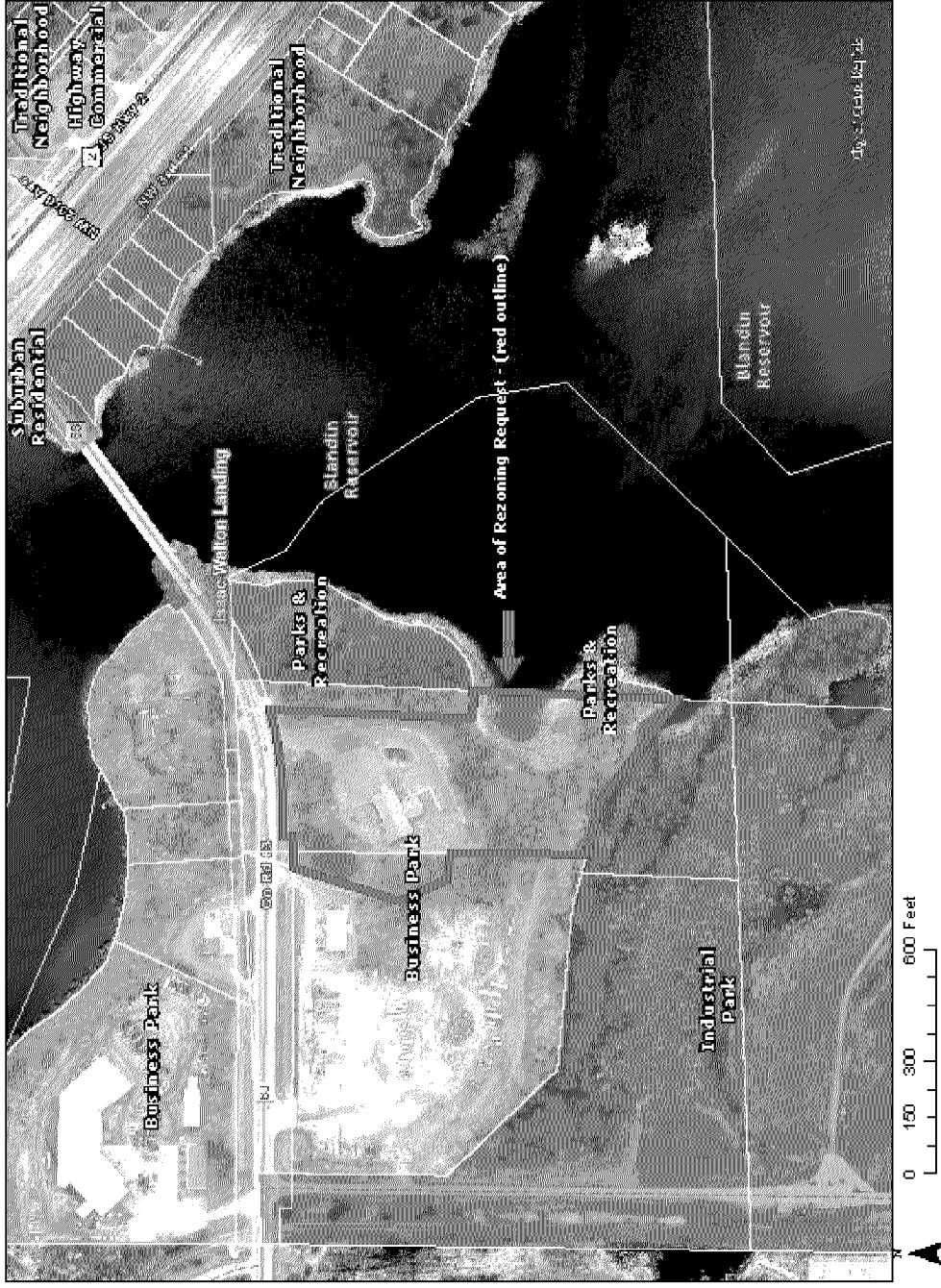
SGB (Shoreland General Business) north across Co. Rd. 63, PU (Public Use) to the east, and SI-2 (Shoreland General Industrial Park) to the west and south.



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Zoning Map Amendment

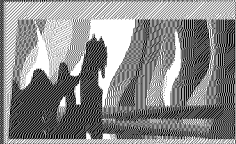
Arrowhead Medical Zoning Map Amendment Request (Future Land Use) MAP #2



Comprehensive Plan Future Land Use Map:
Shows the subject property located within a slightly larger area indicated as future "Business Park", which is described as having "Offices and less intense industrial and non-retail uses. These uses produce less traffic, noise and odors, with reduced impacts to surrounding uses".

Primary Land Uses: Offices, limited production, small wholesale uses.

Secondary Land Uses: Low visibility/limited retail, such as childcare, education and training facilities



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Zoning Map Amendment

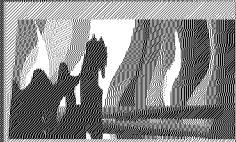
Section 30-512 Table-1 Permitted Uses

A sample listing of the uses permitted by right in the requested SBP zoning district are as follows:

- **Daycare/nurseries, accessory buildings, transportation dispatch and storage, construction material suppliers, clinics, offices, professional, scientific and technical services, administrative & support services, health/fitness clubs, communication services, taproom/tasting room, medical equipment & supplies, educational service institutes, general warehousing, motor freight terminal, light manufacturing, light industrial activities not listed, and wholesale distribution facilities.**

A sampling of other uses permitted in SBP with additional restrictions includes:

- **Essential services, temporary buildings, veterinary services, outdoor storage, auto repair/service, brewery/distillery/winery, essential service structures.**



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Zoning Map Amendment

Section 30-512 Table 17C-1 & 2 Development Regulations for Shoreland Districts

Yard and Bulk Requirement comparison between requested zoning and existing:

	SBP (proposed)	SI-2 (existing)
Min. Lot Size	gross area-1 acre, width-200 ft.	gross area-1 acre, width-200 ft.
Min. Yard Setbacks	front-50 ft., int. side-15 ft., street side-25 ft., rear- 15 ft., OHWL- 100 ft.	front-50 ft., int. side-25 ft., street side-25 ft., rear- 25 ft., OHWL- 100 ft.
Max. Lot Coverage	building-N/A, total surface-85%, GUOS (unit)- N/A	building- N/A, total surface-90%, GUOS (unit)- N/A
Building Size	max. height- 35 ft., min. dimension- 24 ft.	max. height- 110 ft., min. dimension- n/a



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Zoning Map Amendment

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

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE REZONING OF 9.2 ACRES OF LAND FROM A SI-2 (SHORELAND GENERAL INDUSTRIAL PARK) DESIGNATION TO THAT OF SBP (SHORELAND BUSINESS PARK)

WHEREAS, on November 5, 2020, the Planning Commission approved a motion forwarding a favorable recommendation to the City Council regarding the rezoning of property legally described as:

THAT PT. OF LOT 3, DESC. AS FOLL: COMM AT NW CORNER OF SAID LOT 3; TH N 86 DEG 48 06" E, ASSIGNED BEARING ALG THE N LINE OF SAID LOT 3; A DIST OF 190.35' TO NE CORNER OF W 1/89 OF SAID LOT 3; TH S 00 DEG 17' 11" W, ALG THE E LINE OF SAID W 1/89, A DIST OF 505.94'; TH S 44 DEG 19' 07" E 409.82'; TH S 85 DEG 17' 34" E 432.64'; TH S 75 DEG 32' 33" E 150.27' TO POB OF THE TRACT TO BE HEREIN DESC; TH CONT S 75 DEG 32' 33" E 148.89'; TH S 53 DEG 17' 09" E 339.36' TO E LINE OF SAID LOT 3; TH N 02 DEG 03' 08" E, ALG SAID E LINE, 1186.71' TO NE CORNER OF SAID LOT 3; TH S 86 DEG 48' 06" W, ALG SAID N LINE, 459.43' TO THE INTERSECTION WITH A LINE BEARING N 00 DEG 00' 00" E FROM SAID POB; TH S 00 DEG 00' 00" W 920.26' TO THE PROBLEM THAT PT OF SAID LOT 3 DESC AS FOLL: REG AT NE CORNER OF SAID LOT 3; TH S 01 DEG 45' 59" W, BEARING ASSUMED, ALG THE E LINE THEREOF; 630' MORE OR LESS; TO INTERSECT THE NLY SHORE OF THE MISSISSIPPI RIVER; TH SWLY, ALG SAID SHORE TO INTERSECT THE W LINE OF THE E 75 OF SAID LOT 3; TH N 01 DEG 45' 58" E, ALG SAID W LINE, 622' MORE OR LESS; TO INTERSECT THE N LINE OF LOT 3; TH N 86 DEG 30' 55" E, ALG SAID N LINE, A DIST OF 75.32' TO POB; AND THAT PT OF LOT 3 DESC AS FOLL: COMM AT NW CORNER OF SAID LOT 3; TH N 86 DEG 48' 06" E, ASSIGNED BEARING ALG THE N LINE OF SAID LOT 3; A DIST OF 190.35' TO THE NE CORNER OF THE W 1/89 OF SAID LOT 3 & THE POB OF THE TRACT TO BE HEREIN DESC; TH S 00 DEG 17' 11" W, ALG THE E LINE OF SAID W 1/89, A DIST OF 505.94'; TH S 44 DEG 19' 07" E 409.82'; TH S 85 DEG 17' 34" E 432.64'; TH S 75 DEG 32' 33" E 150.27'; TH N 02 DEG 03' 08" E, ALG SAID E LINE, 1186.71'; TH N 00 DEG 00' 00" W 385'; TH N 83 DEG 48' 59" W 69.83'; TH N 25 DEG 32' 33" W 140'; TH N 17 DEG 06' 57" E 440.96' TO THE N LINE OF SAID LOT 3 SAID PT LIES 439.43' NW OF THE NE CORNER OF SAID LOT 3; TH S 00 DEG 00' 00" W 555.26' TO THE POB, ALL IN SECTION 19, TOWNSHIP 55N, RANGE 25W, TASC COUNTY, MINNESOTA

from its current zoning designation of SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park), and WHEREAS, the City Council conducted a public hearing on that request at their regular meeting on November 23, 2020 and all were heard, and

WHEREAS, the City Council did concur with the recommendations of the Planning Commission, and determined that the Zoning Map Amendment would be in the best interest of the community.

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

That the property legally described above and as shown on the attached "Exhibit A," is rezoned from its current designation of SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park) based on the following findings of fact:

- The proposed rezoning would not have an adverse affect the character of neighboring area.
- The change would foster economic growth by allowing a business to move into a vacant building.
- The change would be in keeping with the spirit and intent of the Zoning Ordinance by maintaining the shoreland designation and requirements, while allowing a business to grow and expand.
- The change would be in the best interest of the general public as there is a high demand for medical related equipment, and the already developed property will be put back in to use.
- That the change would be consistent with the Comprehensive Plan, as this zoning change is depicted on the Future Land Use Map, within the 2020 Comprehensive Plan.

This Ordinance shall become effective after its passage and publication.

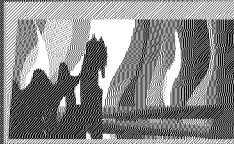
Adopted by the Council this 23rd day of November, 2020.

ATTEST: _____ Dale Adams, Mayor

_____ Kim Gibeau, City Clerk

Planning Commission Review:

- 11/5 - Public Hearing
- 11/5 - Extended 60-Day Rule add. 30 days (due to date application received in relation to City meeting dates)
- Planning Commission's findings of fact, in support of the petitioned Zoning Map Amendment are incorporated into draft ordinance.



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Questions?



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-1477 **Version:** 1 **Name:** Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

Type: Agenda Item **Status:** Passed

File created: 11/16/2020 **In control:** City Council

On agenda: 11/23/2020 **Final action:** 11/23/2020

Title: Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

Sponsors:

Indexes:

Code sections:

Attachments: [Zoning Map Amendment: Ordinance w/Exhibit A](#)

Date	Ver.	Action By	Action	Result
11/23/2020	1	City Council	Approved As Presented	Pass

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park).

Background Information:

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

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

Requested City Council Action

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 9.2 acres of land from SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park), and authorize its publication in summary form.

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

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE REZONING OF 9.2 ACRES OF LAND FROM A SI-2 (SHORELAND GENERAL INDUSTRIAL PARK) DESIGNATION TO THAT OF SBP (SHORELAND BUSINESS PARK)

WHEREAS, on November 5, 2020, the Planning Commission approved a motion forwarding a favorable recommendation to the City Council regarding the rezoning of property legally described as,

*THAT PT OF LOT 3, DESC AS FOLL: COMM AT NW CORNER OF SAID LOT 3; TH N 86 DEG 48' 06" E, ASSIGNED BEARING, ALG THE N LINE OF SAID LOT 3, A DIST OF 190.35' TO NE CORNER OF W 190' OF SAID LOT 3; TH S 00 DEG 17' 11" W, ALG THE E LINE OF SAID W 190' A DIST OF 505.94'; TH S 44 DEG 19' 07" E 409.82'; TH S 85 DEG 17' 34" E 432.64'; TH S 75 DEG 32' 33" E 150.27' TO POB OF THE TRACT TO BE HEREIN DESC; TH CONT S 75 DEG 32' 33" E 148.89'; TH S 53 DEG 17' 09" E 339.36' TO E LINE OF SAID LOT 3; TH N 02 DEG 03' 08" E, ALG SAID E LINE, 1186.71' TO NE CORNER OF SAID LOT 3; TH S 86 DEG 48' 06" W, ALG SAID N LINE, 459.43' TO THE INTERS WITH A LINE BEARING N 00 DEG 00' 00" E FROM SAID POB; TH S 00 DEG 00' 00" W 920.26' TO THE POB LESS THAT PT OF SAID LOT 3 DESC AS FOLL: BEG AT NE CORNER OF SAID LOT 3; TH S 01 DEG 45' 58" W, BEARING ASSUMED, ALG THE E LINE THEREOF, 630', MORE OR LESS, TO INTERSECT THE NLY SHORE OF THE MISSISSIPPI RIVER; TH SWLY, ALG SAID SHORE TO INTERSECT THE W LINE OF THE E 75' OF SAID LOT 3; TH N 01 DEG 45' 58" E, ALG SAID W LINE, 622', MORE OR LESS, TO INTERSECT THE N LINE OF LOT 3; TH N 86 DEG 30' 55" E, ALG SAID N LINE A DIST OF 75.32' TO POB, AND;
THAT PT OF LOT 3 DESC AS FOLL: COMM AT NW CORNER OF SAID LOT 3; TH N 86 DEG 48' 06" E, ASSIGNED BEARING ALG THE N LINE OF SAID LOT 3 A DIST OF 190.35' TO THE NE CORNER OF THE W 190' OF SAID LOT 3 & THE POB OF THE TRACT TO BE HEREIN DESC; TH S 00 DEG 17' 11" W, ALG THE E LINE OF SAID W 190' A DIST OF 505.94'; TH S 44 DEG 19' 07" E 409.82'; TH S 85 DEG 17' 34" E 432.64'; TH S 75 DEG 32' 33" E 150.27'; TH N 00 DEG 00' 00" W 365'; TH N 83 DEG 49' 56" W 69.83'; TH N 25 DEG 32' 09" W 140'; TH N 17 DEG 06' 57" E 440.96' TO THE N LINE OF SAID LOT 3 SAID PT LIES 459.43' WLY OF THE NE CORNER OF SAID LOT 3; TH S 00 DEG 00' 00" W 555.26' TO THE POB, ALL IN SECTION 19, TOWNSHIP 55N, RANGE 25W, ITASCA COUNTY, MINNESOTA*

from its current zoning designation of SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park), and

WHEREAS, the City Council conducted a public hearing on that request at their regular meeting on November 23, 2020 and all were heard, and

WHEREAS, the City Council did concur with the recommendations of the Planning Commission, and determined that the Zoning Map Amendment would be in the best interest of the community.

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

That the property legally described above and as shown on the attached "Exhibit A", is rezoned from its current designation of SI-2 (Shoreland General Industrial Park) to SBP (Shoreland Business Park) based on the following findings of fact;

- The proposed rezoning would not have an adverse affect the character of neighboring area.
- The change would foster economic growth by allowing a business to move into a vacant building.

- The change would be in keeping with the spirit and intent of the Zoning Ordinance by maintaining the shoreland designation and requirements, while allowing a business to grow and expand.
- The change would be in the best interest of the general public as there is a high demand for medical related equipment, and the already developed property will be put back in to use.
- That the change would be consistent with the Comprehensive Plan, as this zoning change is depicted on the Future Land Use Map, within the 2020 Comprehensive Plan.

This Ordinance shall become effective after its passage and publication.

Adopted by the Council this 23rd day of November, 2020.

Dale Adams, Mayor

ATTEST:

Kim Gibeau, City Clerk

Council member _____seconded the foregoing Ordinance and the following voted in favor thereof _____; and the following voted against same _____; whereby the Ordinance was declared duly passed and adopted.

Arrowhead Medical Zoning Map Amendment (SI-2 to SBP)

EXHIBIT A



CITY OF GRAND RAPIDS