



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Tuesday, May 26, 2020

5:00 PM

City Hall Council Chambers

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**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 Tuesday, May 26, 2020 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### PRESENTATIONS/PROCLAMATIONS

20-1092 Proclamations recognizes 2020 Senior Classes of Grand Rapids High School and Greenway High School

**Attachments:** [Greenway Senior Class 2020 Proclamation](#)  
[GRHS Senior Class 2020 Proclamation](#)

### MEETING PROTOCOL POLICY

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

### PUBLIC FORUM

### COUNCIL REPORTS

### APPROVAL OF MINUTES

20-1088 Consider approving Council minutes for Monday, April 27, 2020 and Monday, May 11, 2020 Regular meetings.

**Attachments:** [April 27, 2020 Regular Meeting](#)  
[May 11, 2020 Regular Meeting](#)

### VERIFIED CLAIMS

20-1090 Consider approving the verified claims for the period May 5, 2020 to May 18, 2020 in the total amount of \$1,014,679.47.

**Attachments:** [Council Bill List 05-26-20.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.*

1.     **20-1078**     Adopt a Resolution to Accept a \$50 Donation to the Fire Department  
**Attachments:**    [FD Mae Anderson donation](#)
  
2.     **20-1080**     Consider entering in to a professional services agreement with SEH for surveying services at Itasca Calvary Cemetery.  
**Attachments:**    [Itasca Calvary Cemetery Plat REV 1 2020](#)
  
3.     **20-1082**     Consider entering into an agreement with Lease Landscaping for landscaping work at Itasca Calvary Cemetery.  
**Attachments:**    [2020 Lease Landscaping Estimate \(002\)](#)
  
4.     **20-1083**     Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2015-3, Highway 2 West Trail.  
**Attachments:**    [5-26-2020 Resolution CP 2015-3 Ordering Advertisement](#)
  
5.     **20-1084**     Consider entering into a timber sale contract with Pittack Logging, Inc. for work at the Itasca Calvary Cemetery  
**Attachments:**    [Timber Sale Contract 3-19-20017](#)
  
6.     **20-1085**     Consider adopting a resolution ordering the Feasibility Report for CP 2020-4, Diane Lane Sanitary Sewer Extension  
**Attachments:**    [5-26-20 Resolution CP 2020-4 Order Feasibility](#)
  
7.     **20-1086**     Consider the adoption of a resolution accepting a \$69,000 CARES Act Airport Grant for the Grand Rapids/Itasca County Airport.  
**Attachments:**    [GPZ-GLG-3-27-0037-023-2020-Grant Agreement - unsigned](#)  
                          [5-26-20 Resolution Accepting \\$69,00 FAA Grant](#)
  
8.     **20-1087**     Consider approving Seasonal Golf Course Employees  
**Attachments:**    [Seasonal Golf Course employees 2020](#)
  
9.     **20-1089**     Consider entering into a lease agreement with ISD 318 for the use of the Grand Rapids Sports Complex and Bob Streetar Field.  
**Attachments:**    [ISD 318 Field Lease 2020 - 21](#)

10. [20-1091](#) Consider approving request by Toivo's Restaurant for a prorated refund of On-Sale Liquor License for 2020.
11. [20-1093](#) Consider adopting a resolution honoring Anne Marie Meany Huntley.  
**Attachments:** [Anne Huntley Resolution](#)
12. [20-1094](#) Consider authorizing the issuance of a Request for Proposal for engineering services pertaining to the Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension Project.  
**Attachments:** [DRAFT RFP 5-21-20](#)  
[Map 1](#)  
[Map2](#)  
[Construction Segment Map](#)  
[Project Sources & Uses of Funds 5-13-2020](#)
13. [20-1096](#) Consider approving Pokegama Grill Lease Relief Request  
**Attachments:** [Pokegama Grill Lease Payments](#)  
[AMENDMENT TO CONCESSIONAIRE CONTRACT](#)
14. [20-1098](#) Consider making a motion adding Ryan Barratt to the Public Works Part-Time Eligibility List for the 2020 Spring/Summer Maintenance Season.

#### 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.*

#### DEPARTMENT HEAD REPORT

15. [20-1079](#) Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer

#### ADJOURNMENT

*NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 8, 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.*

*Attest: Kimberly Gibeau, City Clerk*



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1092      **Version:** 1      **Name:** 2020 Senior Class Proclamations  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 5/21/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Proclamations recognizes 2020 Senior Classes of Grand Rapids High School and Greenway High School  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Greenway Senior Class 2020 Proclamation](#)  
[GRHS Senior Class 2020 Proclamation](#)

Date	Ver.	Action By	Action	Result
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Proclamations recognizes 2020 Senior Classes of Grand Rapids High School and Greenway High School



# *PROCLAMATION*

## **2020 SENIOR CLASS OF GREENWAY HIGH SCHOOL**

WHEREAS: the senior class of Greenway High School have for the past 12 years tirelessly and diligently completed and fulfilled the requirements set forth by Independent School District 316 for Graduation; and

WHEREAS: the Grand Rapids and surrounding communities acknowledge efforts of the 2020 senior class and applaud their success and accomplishments; and

WHEREAS: the Covid-19 Pandemic and resulting restrictions affecting the 2020 senior class are deemed completely beyond their control.

NOW THEREFORE, BE IT RESOLVED: that I, Dale Adams, Mayor of The City of Grand Rapids, Minnesota, do hereby proclaim May 30, 2020 as:

## **GREENWAY HIGH SCHOOL SENIOR CLASS OF 2020 RECOGNITION DAY**

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 26<sup>th</sup> day of May, Two thousand and twenty.

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Dale Adams, Mayor  
City of Grand Rapids

# *PROCLAMATION*

## **2020 SENIOR CLASS OF GRAND RAPIDS HIGH SCHOOL**

WHEREAS: the senior class of Grand Rapids High School have for the past 12 years tirelessly and diligently completed and fulfilled the requirements set forth by Independent School District 318 for Graduation; and

WHEREAS: the Grand Rapids and surrounding communities acknowledge efforts of the 2020 senior class and applaud their success and accomplishments; and

WHEREAS: the Covid-19 Pandemic and resulting restrictions affecting the 2020 senior class are deemed completely beyond their control.

NOW THEREFORE, BE IT RESOLVED: that I, Dale Adams, Mayor of The City of Grand Rapids, Minnesota, do hereby proclaim May 29, 2020 as:

## **GRAND RAPIDS HIGH SCHOOL SENIOR CLASS OF 2020 RECOGNITION DAY**

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 26<sup>th</sup> day of May, Two thousand and twenty.

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Dale Adams, Mayor  
City of Grand Rapids



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1088      **Version:** 1      **Name:** Council minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 5/21/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider approving Council minutes for Monday, April 27, 2020 and Monday, May 11, 2020 Regular meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [April 27, 2020 Regular Meeting](#)  
[May 11, 2020 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, April 27, 2020 and Monday, May 11, 2020 Regular meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, April 27, 2020

5:00 PM

City Hall Council Chambers

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**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 was held on Monday, April 27, 2020 at 5:02 p.m. in City Hall 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, Lynn DeGrio*

### MEETING PROTOCOL POLICY

**PUBLIC FORUM - PLEASE NOTE: If you wish to address the Council under public forum, please call 218-327-8833 during the meeting.**

*Larry Smith, 3270 Davis Road, addressed the Council regarding a strong odor at the sewage plant.*

### COUNCIL REPORTS

*Councilor Christy provides information on status of EDA Capital Loan Program, including available amounts, interest rates, deferred payments and number of applications.*

### APPROVAL OF MINUTES

Consider approving Council minutes for Monday, April 13, 2020 Regular meeting.

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, 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 April 7, 2020 to April 20, 2020 in the amount of \$505,325.18.

**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 removing inactive employees from payroll.  
**Approved by consent roll call**
2. Consider terminating employees at the IRA Civic Center.  
**Approved by consent roll call**
3. Consider voiding lost Accounts Payable check #139618, issue a new check, and waiving bond requirements for check issued to Toonstra Psychological Services, PC in the amount of \$700.00.  
**Approved by consent roll call**
4. Consider authorizing the Mayor to sign a service agreement for annual renewal with SVL for maintenance program on the Library Chiller June 1, 2020- May 31, 2021.  
**Approved by consent roll call**
5. Consider selling airport snow plow truck and accessories to ISD 318  
**Approved by consent roll call**
6. Consider the Planning Commission's recommendation regarding approval of a request for a fifth amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.  
**Adopted Resolution 20-27 by consent roll call**

7. Consider adopting a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment grant program for the VFW Post and Rose Building demolition project.  
**Adopted Resolution 20-28 by consent roll call**
8. Consider approving an indemnification agreement with the State of MN for CP 2015-3  
**Approved with changes by consent roll call**
9. Consider entering into a Purchase Agreement with Voran108 Prop, LLC and authorizing payment of the \$5,000 in earnest money.  
**Approved by consent roll call**
10. Consider approving 2020 Seasonal Golf Staff  
**Approved by consent roll call**
11. Consider approving request by the Grand Rapids VFW for a prorated refund of On-Sale Club Liquor License for 2020.  
**Approved by consent roll call**

#### **Approval of the Consent Agenda**

**A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, to Approve the Consent agenda with noted changes to item #8. 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 Michelle Toven, second by Councilor Dale Christy, to approve the Regular agenda 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

#### **ACKNOWLEDGE BOARDS & COMMISSIONS**

12. Review and acknowledge minutes for Boards & Commissions.

**Acknowledge Boards and Commissions**

*Recess at 5:11 PM*

**5:30 PM PUBLIC HEARINGS - PLEASE NOTE A TELEPHONE NUMBER WILL BE PROVIDED IF YOU ARE WATCHING ICTV**

*Reconvened at 5:30 PM*

- 13. Conduct a public hearing to consider the rezoning of 1.2 acres of land from R-1 (One-Family Residential) to I-1 (Industrial Park).

*Reviewed rezoning request.*

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to open the public hearing. The motion carried by the following vote.**

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

*Mayor Adams states that this is the time to address the Council with questions, concerns or support for the requested rezone. Residents may be heard by calling 218-327-8833. It is noted that all required notices have been made.*

*No one wished to speak, therefore the following motion was made.*

**A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, to close the public hearing. The motion carried by the following vote.**

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

**COMMUNITY DEVELOPMENT**

- 14. Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 1.2 acres of land from R-1 (One-Family Residential) to I-1 (Industrial Park).

*Following the public hearing, staff requests Council approval following the recommendation of the Planning Commission.*

**A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, adopting Ordinance 20-03-03, amending the official zoning map as presented and authorize publication in summary form. 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**

**A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to adjourn the meeting at 5:41 PM. The motion carried by the following vote.**

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

*Respectfully submitted:*

  
Lynn DeGrio, Director of Human Resources





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, May 11, 2020

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, May 11, 2020 at 5:00 p.m. in City Hall 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

### PRESENTATIONS/PROCLAMATIONS

*Mayor Adams recognizes Anne Marie Meany Huntley, upon her passing, as a former City Councilor for Grand Rapids and acknowledges her many contributions to the community.*

### MEETING PROTOCOL POLICY

### PUBLIC FORUM

### COUNCIL REPORTS

- \* Mayor Adams states that the National Guard will do a Flyover in recognition of front line workers scheduled for May 13th at 11:45 am.
- \* Councilor Connelly provides update on Economic Development Authority business loans.
- \* Councilor Blake addressed concerns by some community members regarding the wearing of masks in local stores. He also expressed his appreciation to the MN Legislature for moving forward with the bonding bill, however, noting disappointment in recent actions taken by the MN House Tax Committee.

### VERIFIED CLAIMS

Consider approving the verified claims for the period April 21, 2020 to May 4, 2020 in the total amount of \$330,493.55.

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, 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 renewing the Transitional Work Program Contract Agreement with Occupational Development Center, Inc (ODC).  
**Approved by consent roll call**
2. Consider making a motion authorizing the Public Works Department to hire from the PW Part-Time Eligibility List for the 2020 Spring/Summer Maintenance Season.  
**Approved by consent roll call**
3. Consider making a motion authorizing the removal of inactive employees from the City of Grand Rapids payroll.  
**Approved by consent roll call**
4. Consider adopting a resolution accepting an \$86,175.00 Commercial Redevelopment Grant from Iron Range Resources and Rehabilitation (IRRR)for the demolition of the VFW and Rose buildings  
**Adopted Resolution 20-29 by consent roll call**
5. Consider entering into agreements with area businesses for advertising at the IRA Civic Center.  
**Approved by consent roll call**
6. Consider entering into a lease agreement with Itasca Community College for the use of City sports fields.  
**Approved by consent roll call**
7. Rescind the notice of retirement from Lisa Flaherty, Accounting Technician/Accounts Payable.  
**Approved by consent roll call**
8. Approve Seasonal Golf Employee  
**Approved by consent roll call**

### **Approval of the Consent Agenda**

**A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to approve the consent agenda 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

#### **SETTING OF REGULAR AGENDA**

**A motion was made by Councilor Tasha Connelly, second by Councilor Rick Blake, to approve the Regular agenda 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

*Recessed meeting at 5:12 PM.*

#### **PUBLIC HEARINGS**

*Reconvened meeting at 5:30 PM.*

9. Conduct a public hearing to consider a modification to the Development Program for Development District No. 1, the proposed establishment of Tax Increment District 1-13 (Unique Opportunities) therein and the proposed adoption of a Tax Increment Financing Plan therefor.

*Following review of the proposed modification, the Council moved into the Public Hearing.*

**A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, to open the public hearing. The motion carried by the following vote.**

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

*Mayor Adams states that this is the time to address the Council with questions, concerns or support as it relates to this matter. Residents may be heard by calling 218-327-8833. It is noted that all required notices have been made.*

*No one wished to speak, therefore the following motion was made.*

**A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, to close the public hearing. The motion carried by the following vote.**

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

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**COMMUNITY DEVELOPMENT**

10. Consider adoption of a resolution approving a modification to the Development Program for Municipal Development District No. 1 and the establishment of Tax Increment financing District No. 1-13: Unique Opportunities and a Tax Increment Financing Plan therefor

**A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, adopting Resolution 20-30, modifying Development Program for Municipal Development District No. 1 and establishing TIF District No. 1-13 for Unique Opportunities and TIF Plan. The motion carried by the following vote.**

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

11. Consider adoption of a resolution approving the conveyance of real property, approving a Purchase and Development Agreement, and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its tax increment revenue note to Unique Opportunities, LLC.

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, adopting Resolution 20-31, conveying real property, approving purchase and development agreement, awarding sale. 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**

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to adjourn the meeting at 5:55 PM. The motion carried by the following vote.**

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

*Respectfully submitted:*

  
*Lynn DeGrio, Director of Human Resources*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1090      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 5/21/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider approving the verified claims for the period May 5, 2020 to May 18, 2020 in the total amount of \$1,014,679.47.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Council Bill List 05-26-20.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period May 5, 2020 to May 18, 2020 in the total amount of \$1,014,679.47.

### **Requested City Council Action**

Make a motion approving the verified claims for the period May 5, 2020 to May 18, 2020 in the total amount of \$1,014,679.47.

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MAY 26, 2020

DATE: 05/21/2020  
 TIME: 08:24:37  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/26/2020

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
2200270	VFW POST #1720	172,583.22
T001076	ROSE, JEFFREY & SHERRY	125,000.00
TOTAL		297,583.22
CITY WIDE		
0114200	ANDERSON GLASS	1,630.00
0315455	COLE HARDWARE INC	22.97
0718093	GRANICUS, LLC	8,769.60
0900060	ICTV	325.00
1900225	SEH	1,020.00
1920555	STOKES PRINTING & OFFICE	707.00
T001307	COLLIN CLOUGH	300.00
TOTAL CITY WIDE		12,774.57
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	6,500.00
0718060	GRAND RAPIDS HERALD REVIEW	276.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		6,776.00
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	2,145.24
TOTAL ADMINISTRATION		2,145.24
BUILDING MAINTENANCE-CITY HALL		
0315455	COLE HARDWARE INC	33.97
0920060	ITASCA COUNTY TREASURER	60.97
2018680	TRU NORTH ELECTRIC LLC	385.00
TOTAL BUILDING MAINTENANCE-CITY HALL		479.94
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	22.13
TOTAL COMMUNITY DEVELOPMENT		22.13
FIRE		

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MAY 26, 2020

DATE: 05/21/2020  
 TIME: 08:24:37  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/26/2020

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	23.98
0315455	COLE HARDWARE INC	41.45
0401804	DAVIS OIL INC	352.46
0513231	EMERGENCY APPARATUS	619.12
0513235	EMERGENCY RESPONSE SOLUTIONS	514.61
0601690	FASTENAL COMPANY	40.33
0920060	ITASCA COUNTY TREASURER	34.63
	TOTAL FIRE	1,626.58
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	2,800.00
	TOTAL INFORMATION TECHNOLOGY	2,800.00
PUBLIC WORKS		
0120725	ATTACHMENTS DIRECT LLC	487.20
0221650	BURGGRAF'S ACE HARDWARE	232.92
0301685	CARQUEST AUTO PARTS	571.38
0315455	COLE HARDWARE INC	93.44
0401420	DAKOTA FLUID POWER, INC	16.00
0401804	DAVIS OIL INC	260.00
0601690	FASTENAL COMPANY	2,082.31
0801836	HAWKINSON SAND & GRAVEL	527.80
0920060	ITASCA COUNTY TREASURER	83.47
1200500	L&M SUPPLY	16.99
1201545	LANYK ELECTRIC INC	480.00
1309355	MINNESOTA TORO	635.88
1813125	RMB ENVIRONMENTAL	23.00
1900225	SEH	15,218.76
2018560	TROUT ENTERPRISES INC	525.00
2209421	VIKING ELECTRIC SUPPLY INC	669.82
	TOTAL PUBLIC WORKS	21,923.97
FLEET MAINTENANCE		
0121725	AUTOMOTIVE ELECTRIC LLC	109.50
1605740	PETROCHOICE HOLDINGS INC	1,212.37
1901264	SAFETY KLEEN SYSTEMS INC	279.00
	TOTAL FLEET MAINTENANCE	1,600.87

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MAY 26, 2020

DATE: 05/21/2020  
 TIME: 08:24:37  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 05/26/2020

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
0103325	ACHESON TIRE INC	25.00
0221650	BURGGRAF'S ACE HARDWARE	244.98
0301685	CARQUEST AUTO PARTS	89.12
0421725	DUTCH ROOM INC	519.40
0920060	ITASCA COUNTY TREASURER	1,374.06
1001530	JANSSEN FABRICATING ENTRP LLC	20.00
1200500	L&M SUPPLY	390.56
1901500	SAMMY'S PIZZA	726.57
1909650	SIRCHIE FINGER PRINT INC	234.33
1920233	STREICHER'S INC	206.95
1920555	STOKES PRINTING & OFFICE	59.98
2001150	TACTICAL SOLUTIONS	560.00
T001214	CHAD'S MEAT WAGON LLC	149.00
T001283	TOIVOS LLC	102.09
T001306	WYATTS TOWING	329.00
	TOTAL POLICE	5,031.04
GENERAL FUND-LIQUOR/CHART GAMB		
1415015	NORTH ATTLEBORO JEWELRY CO INC	516.00
	TOTAL	516.00
CENTRAL SCHOOL		
1801555	RAPID PEST CONTROL INC	63.25
	TOTAL	63.25
AIRPORT		
0114200	ANDERSON GLASS	252.00
0315455	COLE HARDWARE INC	85.96
0920060	ITASCA COUNTY TREASURER	34.18
1303039	MCCOY CONSTRUCTION & FORESTRY	1,777.28
	TOTAL	2,149.42
STATE HAZ-MAT RESPONSE TEAM		
0315455	COLE HARDWARE INC	297.96



CITY OF GRAND RAPIDS COUNCIL BILL LIST - MAY 26, 2020

DATE: 05/21/2020  
 TIME: 08:24:37  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 05/26/2020

VENDOR #	NAME	AMOUNT DUE
-----		
STATE HAZ-MAT RESPONSE TEAM		
0717995	GRAND FORKS FIRE EQUIPMENT LLC	166.57
	TOTAL	464.53
CEMETERY		
0205725	BETZ EXTINGUISHER COMPANY	50.00
0221650	BURGGRAF'S ACE HARDWARE	114.16
0301685	CARQUEST AUTO PARTS	34.51
0315455	COLE HARDWARE INC	128.19
0920060	ITASCA COUNTY TREASURER	36.22
1200500	L&M SUPPLY	118.89
	TOTAL	481.97
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		
1815700	ROSENBAUER MINNESOTA LLC	126,128.00
	TOTAL CAPITAL OUTLAY-FIRE DEPT	126,128.00
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
1900225	SEH	48,540.00
	TOTAL RUNWAY 16/34 RECONSTRUCTION	48,540.00
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
1900225	SEH	1,142.13
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	1,142.13
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MAY 26, 2020

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 05/26/2020

VENDOR #	NAME	AMOUNT DUE
-----		
2020	INFRASTRUCTURE BONDS	
	2019 STREET IMP PROJECT	
	1900225 SEH	4,923.00
	TOTAL 2019 STREET IMP PROJECT	4,923.00
2021	INFRASTRUCTURE BONDS	
	2015-3 HIGHWAY 2 WEST TRAIL	
	0218115 BRAUN INTERTEC CORPORATION	8,448.75
	1900225 SEH	21,676.43
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	30,125.18
STORM WATER UTILITY		
	0301685 CARQUEST AUTO PARTS	76.30
	0301705 CASPER CONSTRUCTION INC	3,400.00
	0401804 DAVIS OIL INC	1,069.04
	0514798 ENVIRONMENTAL EQUIPMENT AND	748.94
	0920060 ITASCA COUNTY TREASURER	58.17
	1801340 RAILROAD MGMNT COMPANY III LLC	692.11
	1809154 RICHARD RYSAVY	50.00
	2300763 WW THOMPSON CONCRETE PRODUCTS	169.20
	TOTAL	6,263.76
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 574,810.80
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
	0100053 AT&T MOBILITY	3,752.24
	0100055 AT&T	125.00
	0114211 DALE ANDERSON OR	6.89
	0205640 LEAGUE OF MN CITIES INS TRUST	1,888.12
	0305530 CENTURYLINK QC	259.00
	0315543 CONSTELLATION NEWENERGY -GAS	1,528.36
	0718015 GRAND RAPIDS CITY PAYROLL	252,886.08
	0718070 GRAND RAPIDS STATE BANK	335.72
	0815440 HOLIDAY STATIONSTORES LLC	214.50
	0900060 ICTV	20,978.40
	1301146 MARCO TECHNOLOGIES, LLC	171.84
	1305046 MEDIACOM LLC	22.05
	1309098 MINNESOTA MN IT SERVICES	439.88
	1309199 MINNESOTA ENERGY RESOURCES	1,275.67
	1309332 MN STATE RETIREMENT SYSTEM	3,406.00
	1309335 MINNESOTA REVENUE	6,523.91
	1405550 NEOPOST USA INC	1,000.00

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MAY 26, 2020

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 05/26/2020

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1405850	NEXTERA COMMUNICATIONS LLC	444.25
1503151	ODC - MOTOR VEHICLE	19.25
1516220	OPERATING ENGINEERS LOCAL #49	114,173.00
1609561	PIONEER TELEPHONE	9.76
1621130	P.U.C.	10,627.19
1920231	ROBERT STEIN	1,242.24
2000490	TDS Metrocom	596.93
2209665	VISA	1,145.32
2209705	VISIT GRAND RAPIDS INC	9,283.18
2301700	WM CORPORATE SERVICES, INC	1,563.89
2305447	WELLS FARGO BANK NA	750.00
T001293	LEO BRISBOIS	525.00
T001294	DENISE WUORI	525.00
T001295	RHONA CRONQUIST	525.00
T001296	STEVEN HUGHES	525.00
T001297	MICHAEL LEBSACK	300.00
T001298	EMILY KNUTSON	300.00
T001299	LAURA RAUKAR	525.00
T001300	RACHEL PARKER	525.00
T001301	CAROLE TOOHEY	300.00
T001302	FREDERICK WALLS	525.00
T001303	ERLAND SHELLEY	525.00
T001304	KATHY MACKAY	100.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 439,868.67

TOTAL ALL DEPARTMENTS 1,014,679.47



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1078      **Version:** 1      **Name:**

**Type:** Agenda Item      **Status:** Consent Agenda

**File created:** 5/13/2020      **In control:** City Council

**On agenda:** 5/26/2020      **Final action:**

**Title:** Adopt a Resolution to Accept a \$50 Donation to the Fire Department

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [FD Mae Anderson donation](#)

Date	Ver.	Action By	Action	Result
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Adopt a Resolution to Accept a \$50 Donation to the Fire Department

**Background Information:**

Mae Anderson has made a donation of \$50 to be used for the Grand Rapids Fire Department's Supplies and training needs.

**Staff Recommendation:**

Accept the donation of \$50 from Mae Anderson to the Fire Department.

**Requested City Council Action**

Make a motion adopting a resolution to accept a \$50 donation to the Grand Rapids Fire Department from Mae Anderson to be used for supplies and training needs.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$50 DONATION FROM MAE ANDERSON FOR THE GRAND RAPIDS FIRE DEPARTMENT'S SUPPLIES & TRAINING NEEDS

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

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

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

- Mae Anderson has donated \$50 for the Grand Rapids Fire Department's supplies and training needs.

Adopted this 26<sup>th</sup> day of May 2020.

---

Dale C. Adams, Mayor

Attest:

---

Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1080      **Version:** 1      **Name:** Itasca Calvary Veterans Plat\_SEH agreement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/15/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider entering in to a professional services agreement with SEH for surveying services at Itasca Calvary Cemetery.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Itasca Calvary Cemetery Plat REV 1 2020](#)

Date	Ver.	Action By	Action	Result
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Consider entering in to a professional services agreement with SEH for surveying services at Itasca Calvary Cemetery.

**Background Information:**

Included in the 2020 CIP is the expansion of the Veteran's section at the Itasca Calvary Cemetery. The proposed area includes a portion of land that borders the south side of Section G, also known as the Veterans Section. There are currently 18 blocks in Section G and within those 18 blocks, only 29 available lots for sale. This expansion will nearly double the size by adding 14 blocks with 32 individual lots in each new block for a total of 448 more lots. The attached professional services agreement includes surveying and platting services necessary for the expansion.

The services provided by SEH will cost \$10,100.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer recommends entering into a professional services agreement with SEH for surveying services at Itasca Calvary Cemetery.

**Requested City Council Action**

Make a motion to enter into a professional services agreement with SEH for surveying services at Itasca Calvary Cemetery.



Building a Better World  
for All of Us®

May 14, 2020

RE: City of Grand Rapids  
Itasca Calvary Cemetery Plat  
Grand Rapids, MN  
Surveying Services Proposal

Matt Wegwerth, PE  
Public Works Director / City Engineer  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

Dear Matt,

Thank you for the opportunity to provide this proposal for surveying services for the planned expansion of the Itasca Calvary Cemetery in Grand Rapids, MN. From our discussions, SEH understands the project to include the development of a Cemetery Plat which will allow for creation of a new Rearrangement of Division "G" which will include 14 new blocks numbered according to the existing format. The proposal includes the following activities: Conduct field survey and drafting in order to provide a recordable Cemetery Plat with associated field monuments.

**SEH Work Scope/Deliverables:**

- |               |  |                |
|---------------|--|----------------|
| <b>Task 1</b> | <b>Topographic and Boundary Field Survey</b>   | <b>\$1,500</b> |
|               | Gather field data including existing boundary monuments and general site features of the subject area. We will plan to conduct a one call and field-locate any marked and/or observed utilities in the vicinity.   |                |
|               |  |                |
| <b>Task 2</b> | <b>Final Plat</b>  | <b>\$6,800</b> |
|               | As part of the preparation of the final plat, we plan to research existing survey records and recorded documents in order to confirm the section breakdown and discover any readily available recorded interests in the land. We will draft a proposed legal description of the platted area, draft the boundary of the existing cemetery, which is depicted in recorded plat documents within the NW ¼ of the NE ¼ of Section 22, and assemble this into a final plat document that will depict the 14 new blocks, with 32 lots each, and associated alleys. Surrounding platting and adjoiners will be appropriately depicted. |                |
|               |  |                |
| <b>Task 3</b> | <b>Block Corners</b>   | <b>\$1,800</b> |
|               | All final division and block corners will be set using appropriate survey markers.<br>Deliverables: Exterior division corners, and block corners.  |                |

**Activities not included in the proposal:**

- Marking of individual lot corners
- Title Commitment – if required
- Administrative review and recording fees
- Plat mylar production costs – if required
- Wetlands delineation
- Corner Certificates. During the course of the survey, it may become necessary to file “Certificate of Location of Government Corner” documents for one or more Public Land Survey System corners relied upon for boundary locations. Additional fees may be requested to cover these efforts.

**Assumptions:**

- Needed survey control will be in place and usable
- No wetlands exist in the subject area

**SEH Total Lump Sum Fee (Tasks 1 – 3): \$10,100**

The fee is defined for each individual task (with lump sum amounts).

Invoicing will be processed monthly and lump sum tasks will be based on percentage of work completed. The attached General Conditions dated Rev. 07.14.16 (*attached as Exhibit A*), shall govern for all services provided under this contract unless otherwise noted in this proposal.

**Schedule:**

Tasks 1 through 3 will commence upon receipt of signed agreement, with schedule review as needed to meet owner requirements.

If this proposal is acceptable, please sign and return one agreement to my attention. If you have questions on any of the activities or fees, please call me at 218-343-0757.

Sincerely,  
Short Elliott Hendrickson Inc.



Bob Beaver, PE  
Principal



Chris Larsen, PLS  
Project Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Printed Name and Title



**Exhibit A**  
**to Agreement for Professional Services**  
**Between the City of Grand Rapids, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated May 14, 2020**

**Payments to Consultant for Services and**  
**Expenses Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement (“Basic Services”). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant’s services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant’s standard rates.

### D. Suspension and Termination

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant’s services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client’s Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1082      **Version:** 1      **Name:** Itasca Calvary Veterans\_Lease agreement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/15/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider entering into an agreement with Lease Landscaping for landscaping work at Itasca Calvary Cemetery.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2020 Lease Landscaping Estimate \(002\)](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an agreement with Lease Landscaping for landscaping work at Itasca Calvary Cemetery.

**Background Information:**

Included in the 2020 CIP is the expansion of the Veteran's section at the Itasca Calvary Cemetery. The proposed area includes a portion of land that borders the south side of the Veterans Section. The Itasca Calvary Cemetery recently logged the expansion area and grading work needs to be completed before the new expansion can be used for burials. This work includes stump removal, leveling the area, and installing seed, fertilizer, and mulch.

The maximum amount of the contract is \$9,100.00

**Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer recommends entering into a professional service agreement with Lease Landscaping for landscaping work at Itasca Calvary Cemetery.

**Requested City Council Action**

Make a motion to approve an agreement with Lease Landscaping for landscaping work at Itasca Calvary Cemetery.

Lease Landscaping, Inc.  
 32057 South Pit Road  
 Grand Rapids, MN 55744  
 218-326-0876

# Estimate

Date	Estimate #
5/15/2020	759

Grand Rapids Cemetery

Job Site  
 Revised Estimate  
 May 15, 2020

contact #	P.O. No.

Description	Qty	Rate	Total
Option I: Removal of stumps. Haul stumps to the hole on site and push off. Level the area where stumps had been. Power rake this area. Installation of lawn seed, fertilizer and mulch.  Materials, Equipment and Labor with a 10% Veterans Discount ----- \$9,100.00			0.00
Option II: Removal of stumps. Haul stumps to the hole on site and push off. Level the area where the stumps had been. Power rake this area. Installation of hydroseeding.  Materials, Equipment and Labor with a 10% Veterans Discount ----- \$13,550.00			0.00
Note: The owner assumes all responsibility after the seeding is done. Watering is not included in this estimate.			

<p style="text-align: center;"><b>PAYMENT POLICY</b></p> <p>One half down on acceptance of Estimate.(this check will be cashed at the start of the project)          Balance due upon completion.</p> <p>Note: (1) This proposal may be subject to price changes if not accepted within 30 days.          (2) If you would like us to locate your secondary lines, there will be an additional charge. (3) If any damage is done to primary or secondary utility lines they will be repaired at the expense of the customer.          (4) Any alteration or deviation from above specifications will become an extra charge over and above the estimate.</p>	<p><b>Subtotal</b> \$0.00</p>
	<p><b>Sales Tax (6.875%)</b> \$0.00</p>
	<p><b>Total</b> \$0.00</p>

**Upon acceptance of proposal please sign and return a copy**

*Acceptance of Proposal*

Signature \_\_\_\_\_ Date \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1083      **Version:** 1      **Name:** CP 2015-3 Authorize ad for bid  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/18/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2015-3, Highway 2 West Trail.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [5-26-2020 Resolution CP 2015-3 Ordering Advertisement](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2015-3, Highway 2 West Trail.

**Background Information:**

Plans and specifications are complete and ready for advertising for bids on CP 2015-3, Highway 2 West Trail. The resolution to approve the plans and specifications and advertise for bids is attached.

**Staff Recommendation:**

City staff recommends adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2015-3, Highway 2 West Trail.

**Requested City Council Action**

A motion adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2015-3, Highway 2 West Trail.

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

RESOLUTION NO. 20-\_\_

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND  
ORDER ADVERTISEMENT FOR BIDS FOR  
Highway 2 West Trail  
City Project 2015-3**

WHEREAS, plans and specifications have been prepared for CP 2015-3, the Highway 2 West Trail, and

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

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the City Engineer until 10:00 a.m., on Wednesday, June 24, 2020, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Engineer, will then be tabulated, and will be considered by the Council at the regular meeting of the Council at 5:00 p.m., Monday, July 27, 2020, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless received and accepted via the online electronic bid service and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 26<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_; whereby the resolution was declared duly passed and adopted.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1084      **Version:** 1      **Name:** Itasca Calvary Veterans\_Pittack contract  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider entering into a timber sale contract with Pittack Logging, Inc. for work at the Itasca Calvary Cemetery

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Timber Sale Contract 3-19-20017](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a timber sale contract with Pittack Logging, Inc. for work at the Itasca Calvary Cemetery

**Background Information:**

Included in the 2020 CIP is the establishment of a new Veteran's section at the Itasca Calvary Cemetery. In order to establish this new section, an area needs to be logged. The attached contract covers the logging and sale of stumpage. The sale amount of the timber is \$744.75.

**Staff Recommendation:**

Public Works Director/City Engineer, Matt Wegwerth, recommends entering into a timber sale contract with Pittack Logging, Inc. for work at the Itasca Calvary Cemetery

**Requested City Council Action**

A motion to enter into a timber sale contract with Pittack Logging, Inc. for work at the Itasca Calvary Cemetery



# TIMBER SALE CONTRACT

(SALE OF STUMPAGE AND NO OTHER RELATIONSHIP)

WHEREAS, the undersigned Pittack Logging, Inc., hereinafter referred to as "purchaser" is prepared to purchase timber from City of Grand Rapids Company, hereinafter "Seller" and  
WHEREAS, City of Grand Rapids Company is prepared to sell timber under the terms and conditions hereunder; and whereas, City of Grand Rapids Company and the Purchaser mutually agree that activities performed by the undersigned under this timber sale contract shall be performed as a Purchaser and not as an employee, and WHEREAS, the parties desire to set forth their relationship in writing so that there may be no misunderstanding as to the relationship and responsibilities.

NOW THEREFORE, the parties do agree as follows;

Because the Purchaser is to purchase timber, the parties agree to complete Addendum I. They further agree that Addendum I is a part of this agreement in all respects.

1. The terms of this agreement shall be applicable to situations involving the purchase of timber.
2. The undersigned purchaser shall purchase and the seller shall sell the timber specified in Addendum II.
3. The undersigned Purchaser agrees that it is acting solely in the capacity of and independent party in carrying out the terms of this timber sale contract. It is agreed and acknowledged by the parties that the purchaser is not an employee, partner, associate, agent, or joint venturer in any of the functions that it performs for the seller. The purchaser has a separate place of business at 748 County Road 440 Bovey mn 55709
4. The undersigned purchaser agrees that it will save and hold harmless the Seller from any and all claims, penalties of expenses of any nature, type or description whatsoever. Including reasonable attorney's fees, whether asserted be an individual, organization or governmental agency or subdivision connected or in any way related with the purchaser and harvest of timber by the Purchaser. In furtherance of this clause, Purchaser shall carry Public Liability insurance in the amount of \$1,000,000 and property damage insurance in the amount of \$1,000,000. Purchaser will be responsible for the same insurance requirements on the part of any of its subcontractors.
5. The Purchaser agrees that it will remunerate the undersigned Seller for its purchase of timber according to the terms and schedule of payment attached hereto and made part hereof.
6. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. The Seller reserves the right only to inspect the job site for the sole purpose of ensuring that the cutting is progressing in compliance with the cutting practices established hereunder. The Seller takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of its employees or subcontractors. The Seller further agrees that it will exercise no control over the selection and dismissal of the Purchaser's employees.
7. The Seller agrees that it will initially designate the timber to be sold and will also make a final inspection for purposes of ascertaining whether the timber has been in compliance with the specifications set out in Addendum I. All work will be performed in a workman like manner. Work shall be performed in accordance with the requirements of the landowner. The timber that is to be cut along with the legal descriptions of the property are set out in Addendum II. The parties stipulate that in fulfillment of the terms of this timber sale contract the Seller warrants that he has clear and unencumbered title to the stumpage as the subject of this contract.
8. The undersigned Purchaser agrees that it will furnish all materials, labor, equipment, tolls, and other items necessary for the performance of the contractual undertaking that it has assumed herein.
9. The Purchaser shall be responsible for the filing of its own information returns and income tax forms.
10. The Purchaser shall not assign or sublet this Agreement without the prior written consent of the Seller.



Stumpage payments will be made to the Seller on the following basis:

Consumer scale following payment to purchaser  
by mill.

ADDENDUM I

Any timber cut under this contract shall conform to cutting specifications as designated by the seller as follows:

Harvest stand on South side of cemetery boundary marked in orange, also harvest marked trees. City will be responsible for all cleanup and restoration.

Landing area will be located on East side of cemetery along access road. The area will be determined by the city.

ADDENDUM II

The timber to be removed under the terms of this agreement shall be mutually agreed upon between the parties as follows:

same as above.

The timber to be harvested shall be obtained from and only from the designated stumpage on the

Itasca County tract, owned by City of Grand Rapids legally described as: Township 55 W Section 22 Range 25 W

Purchaser will stay within and not cut beyond the boundaries set out above.

x	x	x
Seller	Signature	Date
Pittack Logging, Inc.	x [Signature]	x 3/19/2020
Purchaser	C.E.O. Signature	Date



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1085      **Version:** 1      **Name:** CP 2020-4 Order Feas Report  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider adopting a resolution ordering the Feasibility Report for CP 2020-4, Diane Lane Sanitary Sewer Extension  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [5-26-20 Resolution CP 2020-4 Order Feasibility](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution ordering the Feasibility Report for CP 2020-4, Diane Lane Sanitary Sewer Extension

**Background Information:**

Attached is a resolution ordering a Feasibility Report for CP 2020-4, Diane Lane Sanitary Sewer Extension.

**Staff Recommendation:**

City Staff recommends adopting the resolution ordering the Feasibility Report for CP 2020-4, Diane Lane Sanitary Sewer Extension

**Requested City Council Action**

Make a motion adopting a resolution ordering the Feasibility Report for CP 2020-4, Diane Lane Sanitary Sewer Extension

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

RESOLUTION 20 -\_\_

**Resolution Ordering Preparation of Report on Improvement  
Diane Lane Sanitary Sewer Extension  
City Project 2020-4**

WHEREAS, it is proposed to extend utilities to Diane Lane, from Davis Road to the west 2,300 lf, Linda Lane, from Diane Lane to the west 1,800 lf, and Davis Road, from River Road to Diane Lane, by reconstructing streets, storm sewer, sanitary sewer, water main, and associated appurtenances in the limits described above, and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

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

That the proposed improvement be referred to Matt Wegwerth, P.E., City Engineer, for study and that he is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the council this 26<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Dale Adams, Mayor

\_\_\_\_\_  
Kim Johnson-Gibeau, City Clerk

Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof:

; and the following voted against same:



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1086      **Version:** 1      **Name:** GPZ - Accept CARES Act Maint Grant  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider the adoption of a resolution accepting a \$69,000 CARES Act Airport Grant for the Grand Rapids/Itasca County Airport.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [GPZ-GLG-3-27-0037-023-2020-Grant Agreement - unsigned](#)  
[5-26-20 Resolution Accepting \\$69,00 FAA Grant](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution accepting a \$69,000 CARES Act Airport Grant for the Grand Rapids/Itasca County Airport.

**Background Information:**

This grant is provided in accordance with the CARES Act to provide funding to help offset the operational and maintenance costs as a result of the COVID-19 Public Health Emergency.

**Staff Recommendation:**

City Staff recommends making a motion to adopt a resolution accepting a \$69,000 CARES Act Airport Grant and authorizing the Mayor and City Clerk to execute the grant agreement.

**Requested City Council Action**

Make a motion to adopt a resolution accepting a \$69,000 CARES Act Airport Grant and authorize the Mayor and City Clerk to execute the grant agreement.

## Embedded Secure Document

The file <https://grandrapids.legistar.com/View.ashx?M=F&ID=8453054&GUID=EED1FFC9-57A5-487C-A4CC-EF9C80332F45> is a secure document that has been embedded in this document. Double click the pushpin to view.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$69,000 GRANT FROM THE FAA CARES ACT FOR OPERATIONS AND MAINTENACE AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$69,000 grant from the FAA CARES Act for operations and maintenance at the Grand Rapids/Itasca County Aiport and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 26<sup>th</sup> day of May 2020.

---

Dale C. Adams, Mayor

Attest:

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Kimberly Johnson-Gibeau, City Clerk

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1087      **Version:** 1      **Name:** Seasonal Golf Course Employees 2020  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider approving Seasonal Golf Course Employees  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Seasonal Golf Course employees 2020](#)

Date	Ver.	Action By	Action	Result
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Consider approving Seasonal Golf Course Employees

**Background Information:**

The attached list of seasonal employees will be members of the part time grounds maintenance crew at Pokegama Golf Course.

Employment is to begin no sooner than May 27 and end no later than October 31, 2020.

**Staff Recommendation:**

The staff recommends approval of the attached list of seasonal employees.

**Requested City Council Action**

Make a motion approving the attached list of seasonal employees and stated wages at Pokegama Golf Course.

Employment is to begin no sooner than May 27, 2020 and end no later than October 31, 2020. Funding for these employees

will come from the 2020 golf course approved budget.

Pokegama Golf Course  
Seasonal Employees 2020

<b>Name</b>	<b>Position</b>	<b>Hourly wage</b>
<b>Stacey Washington</b>	<b>Maintenance</b>	<b>\$10.36</b>
<b>Connor Flohaug</b>	<b>Maintenance</b>	<b>\$10.00</b>
<b>Sydney Watland</b>	<b>Maintenance</b>	<b>\$10.00</b>
<b>Dominic Nalan</b>	<b>Maintenance</b>	<b>\$10.00</b>
<b>Blake Henrichsen</b>	<b>Maintenance</b>	<b>\$10.00</b>
<b>Andrew Buell</b>	<b>Maintenance Out</b>	<b>\$10.25</b>
<b>Madison Janecke</b>	<b>Door Services</b>	<b>\$10.25</b>
<b>Tom Carlson</b>	<b>Maintenance</b>	<b>\$10.25</b>



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1089      **Version:** 1      **Name:** ISD 318 Field Lease  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/21/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider entering into a lease agreement with ISD 318 for the use of the Grand Rapids Sports Complex and Bob Streetar Field.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [ISD 318 Field Lease 2020 - 21](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a lease agreement with ISD 318 for the use of the Grand Rapids Sports Complex and Bob Streetar Field.

**Background Information:**

This lease covers the school district's use of our fields for boys and girls soccer, boys baseball, and girls fastpitch. A copy of the agreement is attached for your review.

**Staff Recommendation:**

City staff recommends entering into a lease agreement with ISD 318 for the use of the Grand Rapids Sports Complex and Bob Streetar Field.

**Requested City Council Action**

Make a motion to enter into a lease agreement with ISD 318 for the use of the Grand Rapids Sports Complex and Bob Streetar Field.

## **LEASE AGREEMENT**

This lease, made this \_\_\_\_ day of, 2020, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and the Independent School District #318, Grand Rapids, MN, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Legion Baseball Field and the Grand Rapids Sports Complex (which includes an official size Soccer Field and official Softball Fields); and

Whereas, Lessee has determined that the Legion Baseball Field and the Grand Rapids Sports Complex are suitable facilities for conducting their athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### **ARTICLE I**

1. Lease Agreement: In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Field solely to the extent of this Lease Agreement.
2. Lessee's Right of Possession and Use: Lessee shall have the right to possess and use the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Field for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.
3. Schedule of Use: Lessee shall submit to Lessor annually before January 1 for Baseball and Softball and March 1 for Soccer schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval.

4. Supervision: Safety: Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.
5. Concessions: Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.
6. Gate Receipts and Admission Charges: The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

## **ARTICLE II**

1. Lease: Lessee shall pay to Lessor according to the following schedule:
  - a. August 1, 2020 \$13,125.00 for the Soccer Field at the Grand Rapids Sports Complex.
  - b. March 1, 2021 \$26,250 (\$13,125.00 each) for Legion Baseball Field and the Grand Rapids Sports Complex (3) Softball Fields;
  - c. In addition, Lessee has requested improvements to the practice soccer field at the Grand Rapids Sports Complex, which Lessee will reimburse Lessor for in an amount not to exceed \$25,000. Lessee will make 1/5 payments of the actual cost of improvements for five years (2018, 2019, 2020, 2021, & 2022), with payments on December 1st of each year. If either party terminates or does not renew this lease, Lessee shall pay remaining balance in full upon 30 days receipt of an invoice from Lessor.

If Soccer is cancelled during the Fall of 2020 due to COVID-19, the August 1, 2020 lease amount above shall be reduced by Twenty-five percent (25%). If Baseball and Softball are cancelled during the Spring of 2021 due to COVID-19, the March 1, 2021 lease amount above shall be reduced by Twenty-five percent (25%).

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to City Hall. The parties shall conduct a lease rate review in February, 2021. If the parties are unable to reach an agreement on the lease rate, then this lease agreement shall terminate as of June 30, 2021.

## **ARTICLE III**

1. Maintenance and Repair: Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.
2. Damages: Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.
3. Cleanup: Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.
4. Alterations, Improvements: Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.
5. Facility Preparation: The Lessor shall prepare the aforementioned facilities including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on one field at the beginning of the season for varsity game use and will be removed the third week of May. Outfield fences to be installed for invitational tournament and section games only.

#### **ARTICLE IV**

1. Term: The term of this Lease Agreement shall be from July 1, 2020 - June 30, 2021.

#### **ARTICLE V**

1. Lessor's Access: The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

#### **ARTICLE VI**

1. Indemnity: Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.

2. Insurance: Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of at least \$330,000 per person and \$750,000.00 per occurrence in 2020 through 2021, naming Lessor as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.
3. Liability to Lessee: Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.
4. Liability Limits Not Waived: Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

**ARTICLE VII**

1. No Partnership: Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSOR: CITY OF GRAND RAPIDS

LESSEE: ISD NO 318

BY: \_\_\_\_\_  
Its Mayor

BY: \_\_\_\_\_  
Its Chair

BY: \_\_\_\_\_  
Its City Clerk

BY: \_\_\_\_\_  
Its Superintendent

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

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



## **EXHIBIT A**

Legion Field Uses:

- Boys' Varsity and JV Baseball games and practices

Grand Rapids Sports Complex Uses:

- Girls' Varsity, JV, and Middle School Fast pitch Softball games and practices
- Boys' and Girls' Varsity and JV Soccer games and practices

All game and practice schedules will be provided by ISD 318 Activities Director.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1091      **Version:** 1      **Name:** Toivo's Liquor License refund  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/21/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider approving request by Toivo's Restaurant for a prorated refund of On-Sale Liquor License for 2020.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving request by Toivo's Restaurant for a prorated refund of On-Sale Liquor License for 2020.

**Background Information:**

On May 22, 2020, Toivo's Restaurant sold their facility to the Grand Rapids VFW. Toivo's had a liquor license for 2020, costing \$2700. With the closing of their business, the owners of Toivo's is requesting the City Council provide a refund of the 2020 license fee, prorated for the seven (7) months remaining in 2020. The total amount of the prorated refund is \$1,575.

**Staff Recommendation:**

Approve refund.

**Requested City Council Action**

Make a motion approving a prorated refund of \$1,575 for the unused portion of Toivo's 2020 On-sale Liquor License.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1093      **Version:** 1      **Name:** Huntley Resolution  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/21/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider adopting a resolution honoring Anne Marie Meany Huntley.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Anne Huntley Resolution](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution honoring Anne Marie Meany Huntley.

**Background Information:**

Anne Huntley passed away on April 28, 2020. Mrs. Huntley served from many years on the Grand Rapids City Council and in many other aspects served her community.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Make a motion adopting a resolution honoring Anne Marie Meany Huntley.

Councilor \_\_\_\_\_ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20-

A RESOLUTION HONORING ANNE MARIE MEANY HUNTLEY

WHEREAS, the City of Grand Rapids and the broader community lost a valued member and leader on April 28, 2020, with the death of Anne Marie Meany Huntley; and

WHEREAS, Anne began her career as a second-grade teacher in St. Paul before moving to Grand Rapids where she became director of the Grand Rapids United Way, finally retiring after 17 years serving as Education Coordinator at the Minnesota Bankers Association; and

WHEREAS, Anne served with excellence on the Grand Rapids City Council, from 1980 – 1987 and then again from 1990 – 1993 and was an active member of the Grand Rapids Area Library Board from 1980 – 1985.

WHEREAS, Anne had a passion for politics, travel, family and entertaining.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, celebrates the life of Anne Marie Meany Huntley and her contributions to the community.

Adopted this 26<sup>th</sup> day of May, 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)

<b>File #:</b>	20-1094	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Consent Agenda	
<b>File created:</b>	5/21/2020	<b>In control:</b>		City Council	
<b>On agenda:</b>	5/26/2020	<b>Final action:</b>			
<b>Title:</b>	Consider authorizing the issuance of a Request for Proposal for engineering services pertaining to the Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension Project.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">DRAFT RFP 5-21-20</a> <a href="#">Map 1</a> <a href="#">Map2</a> <a href="#">Construction Segment Map</a> <a href="#">Project Sources &amp; Uses of Funds 5-13-2020</a>				

Date	Ver.	Action By	Action	Result
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Consider authorizing the issuance of a Request for Proposal for engineering services pertaining to the Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension Project.

**Background Information:**

Following a layoff and downsizing of the Blandin Paper Company in 2003, the Federal Economic Development Administration (EDA) provided an Economic Adjustment grant that contributed to the completion of the *2005 Target Industry & Industrial Park Plan*, prepared for the Grand Rapids Economic Development Authority (GREDA). A key conclusion of the study, that still holds true, was that the County had a very limited supply of fully improved industrial sites with access to rail.

In September of 2006, Ainsworth Lumber Company Ltd ceased operation of their oriented strand board (OSB) manufacturing plant located on a 223-acre site straddling western Grand Rapids Township and the City of Cohasset, along the Mississippi River Reservoir at 503 Co. Rd. 63. In 2008, Ainsworth announced the permanent closure of the plant and placed the property on the market for sale.

Itasca Economic Development Corporation (IEDC) purchased the site from Ainsworth in 2009. In early 2010, GREDA purchased a 25-acre portion of the site, along Co. Rd. 63, from IEDC. GREDA marketed and sold that property in two transactions, one to DC Manufacturing in 2012 and one to Hammerlund Construction in 2013.

The remaining 131-acre portion of the site in the City of Grand Rapids, that encompasses the vacant 400,000 s.f. of manufacturing facilities, was sold by IEDC to JM Longyear, a mining and forest products industry from Marquette, Michigan, in 2014. At that time, IEDC retained the 60-acre portion of the site located in the City of Cohasset for future industrial development.

JM Longyear's original intentions for use of the site did not materialize and, since that was realized, local and regional economic development organizations have been assisting JM Longyear by marketing and showing the site to industrial development prospects.

The JM Longyear property and the property owned by IEDC together provide the large industrial site with rail access that

the *2005 Target Industry & Industrial Park Plan* determined there was a need for to accommodate the types of industry that would benefit from the strengths of our area; industries such as wood product manufacturers and suppliers and industrial machinery manufacturing.

While the site provides: rail, high-voltage electrical, high-speed telecommunication, high-pressure natural gas service and heavy haul roadways connecting ground transportation to US Hwy 2, it does not have access to municipal sanitary sewer and water, which has been a need for the majority of prospects that have toured the site.

The City's current and past Comprehensive Plans have called for actions that support the reestablishment of industry at the former Ainsworth site, and the *2020 GREDA Work Plan* specifically identified a need to "Assist development proposals by sponsoring grant applications for infrastructure extension and redevelopment costs".

Staff met recently with the Midwest Region representative of the Federal EDA, staff from the Arrowhead Regional Development Commission (ARDC), IEDC and the City of Cohasset to discuss EDA funding eligibility for an extension of Grand Rapids sewer and water infrastructure that would serve both the Grand Rapids and Cohasset areas of the site.

The EDA representative felt it would be a competitive grant application and encouraged the City of Grand Rapids to apply for 80% project funding, now available through the CARES Act.

The attached maps and table show the general layout of the proposed improvements and the estimated project costs and potential sources of funding.

ARDC will prepare the grant application for the City at no cost. Both a NEPA Environmental Narrative and a Preliminary Engineering Report must be prepared and submitted with a grant application. If a grant were to be awarded, the engineering design, bidding, construction administration and inspection would be grant eligible expenses, provided the City follows the EDA Federal procurement requirements, which for engineering services is by competitive proposal.

The attached request for proposal (RFP) separates the scope of services into four phases:

- NEPA Environmental Narrative - Phase 1
- Preliminary Engineering Report - Phase 2
- Design/Bidding - Phase 3
- Construction/Project Inspection - Phase 4

The RFP states that the City reserves the ability to not contract for Phases 3 & 4, if the Federal EDA grant is not awarded.

Staff requests authorization to issue this RFP. Additional Council action will be required to award a contract for these services.

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

Make a motion authorizing the issuance of a Request for Proposal for engineering services pertaining to the Grand Rapids/Cohasset Industrial Redevelopment Sanitary Sewer and Water Extension Project.



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

**City of Grand Rapids, MN  
Grand Rapids/Cohasset Industrial Redevelopment  
Sanitary Sewer and Water Extension Project**

**Request for Proposal  
Engineering Services**

The City of Grand Rapids is issuing a Request for Proposals (RFP) for engineering services related to the extension of sanitary sewer and water infrastructure to serve a 216-acre vacant manufacturing site that straddles the adjacent cities of Grand Rapids and Cohasset. Responses must be submitted in a sealed envelope plainly marked:

**Request for Engineering Proposals  
Grand Rapids/Cohasset Industrial Redevelopment  
Sanitary Sewer and Water Extension Project**

City of Grand Rapids  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: Matt Wegwerth, Public Works Director/City Engineer

All Proposals must be received no later than 2:00 p.m., Thursday, June 18, 2020. The RFP opening will be at 2:00 pm CST. RFP specifications may be obtained by e-mailing [mwegwerth@ci.grand-rapids.mn.us](mailto:mwegwerth@ci.grand-rapids.mn.us) or by contacting Matt Wegwerth at 420 N. Pokegama Avenue, Grand Rapids, MN 55744, (218) 326-7625.

**City of Grand Rapids, MN**  
**Grand Rapids/Cohasset Industrial Redevelopment**  
**Sanitary Sewer and Water Extension Project**

The City of Grand Rapids, MN is applying for a grant from the United States Department of Commerce's Economic Development Administration (EDA) Public Works Projects to help fund a \$3.1 million sanitary sewer and watermain extension project. The proposed infrastructure will primarily serve a 216-acre vacant industrial site that operated as an oriented strand board manufacturing plant until 2006.

Approximately 60 acres of the site extends into the adjacent City of Cohasset, with the former plant and the remaining site acreage located in the City of Grand Rapids. The project will provide sanitary sewer and water service also to existing Grand Rapids commercial properties located along County Rd. 63.

This Project involves the construction/extension of approximately: 7,400 ln. ft. of sanitary sewer main, 1 sanitary sewer lift station, 12,500 ln. ft. of watermain and 1,000 tons of asphalt pavement. As shown in the attached maps, the sewer and water infrastructure would connect to existing infrastructure owned and operated by the City of Grand Rapids, with metered service to the City of Cohasset provided through a cooperative agreement.

The planned redevelopment of the site involves a proposed 6-lot industrial park planned for the 60-acres located in Cohasset, which is owned by Itasca Economic Development Corporation (IEDC). The planned redevelopment will also accommodate a single owner of the large lot and vacant plant in the City of Grand Rapids. This 131-acre portion of the site, currently owned by JM Longyear, will most likely attract a forest product industry. It is anticipated that portions of the vacant plant will be rehabilitated and reused and that additional stand-alone manufacturing facilities will be constructed in this area, as well.

As required by the U.S. Department of Commerce Economic Development Administration, the Architectural/Engineering and Inspection services shall be selected competitively by sealed bids (formal advertising). The project price shall be separated into four phases, which are Phase 1 – Preliminary Engineering Report, Phase 2-NEPA Environmental Narrative, Phase 3-Design/Bidding and Phase 4-Construction/Project Inspection Phase. Fees shall be a cost reimbursement with an agreed upon maximum; the use of the cost-plus-a-percentage-of-cost and percentage forms of compensation are not eligible for EDA participation.

The City of Grand Rapids will evaluate the proposals in their entirety for all Phases and will select one respondent, based upon the criteria described herein. The City of Grand Rapids intends to award a contract for Phase 1 and Phase 2, initially, as this work is required for the EDA grant application. The City of Grand Rapids will award a separate contract for Phases 3 and 4 upon award of the EDA grant and reserves the right to not contract for those services if the EDA grant is not awarded. Please see enclosed Economic Development Administration Architect/Engineer Contracts Checklist for guidance. The City of Grand Rapids is required to provide this checklist to the EDA for approval for the services in Phase 3 and 4, which are EDA grant reimbursable expenses.

***Background***

As shown in the attached drawings, the proposed project involves the extension of sanitary sewer to a 216-acre site of an OSB manufacturing plant that operated under three ownerships between 1972 and 2006, when Ainsworth Lumber Co. closed the facility.



To position the entire 191-acres for redevelopment, the proposed infrastructure project would extend sanitary sewer and water infrastructure from its nearest available source at the intersection of US Hwy 2/Co. Rd. 63. The utility extensions will cross the Mississippi River as they extend west along Co. Rd. 63, requiring the construction of a sanitary sewer lift station. The utilities would then turn south and parallel the existing private entrance road to the site. The sanitary sewer and water would then extend west under the rail spur, in the vicinity of the former Ainsworth plant, where both utilities would extend north and south laterally to provide service to all six lots within the proposed IEDC industrial park. The City of Grand Rapids water utilities would continue south and east to a connection with existing water infrastructure along Co. Rd. 76, providing a looped system that can feed the industrial park areas from two directions. (See Attached Project Site Maps)

## **Scope of Work**

### ***NEPA Environmental Narrative – Phase 1***

The National Environmental Policy Act (NEPA) requires Federal agencies to assess the potential environmental impacts associated with proposed federal actions, including the financial assistance that will be considered by the Federal EDA for this project. For reference, the NEPA obligations are established under 40 C.F.R. 1500-1508.

Services Sought - The selected engineering firm shall prepare an environmental narrative following the most current version of the attached *EDA Environmental Narrative Requirements*.

### ***Preliminary Engineering Report – Phase 2***

The Federal EDA is required to complete an engineering review for all construction and design projects before making an award. The City of Grand Rapids must provide a preliminary engineering report for the proposed project with the application to the Federal EDA.

Services Sought - The selected engineering firm shall prepare a preliminary engineering report following the most current version of the attached *EDA Preliminary Engineering Report Requirements*.

### ***Design and Bidding – Phase 3***

This phase will require design and bidding services necessary to serve the development area with sanitary sewer and watermain.

Services Sought - The selected engineering firm will guide the City of Grand Rapids through the design and engineering of the project, preparation of complete and accurate construction drawings. The firm will also be expected to guide the City of Grand Rapids in adhering to all EDA funding requirements throughout the project.

A) Design/Bidding Phase. For the purpose of reviewing Proposals, the Design/Bidding Phase Scope of Work is as follows:

- 1) Kick-Off meeting with key City staff to discuss the overall project objectives and goals, refine the scope of services if necessary, and get the project firmly started.
- 2) Data Collection of all relevant existing studies, reports, record drawings and data from the City of Grand Rapids.

- 3) All necessary field survey work to design the project, including establishing appropriate property boundaries
- 4) Prepare designs and submit formal design review submittals to the City of Grand Rapids at 60% and 90% completion of the project.
- 5) Prepare bid ready technical and construction plans and specifications for this project. The front-end specifications shall be standard Economic Development Administration (EDA) front-end documents and shall be tailored to meet the requirements of the Project. Assist the City of Grand Rapids throughout the bidding process and make a recommendation of award after reviewing the received bids.
- 6) All construction quantities and funding scenarios shall be completed in RTVision's One Office enterprise software. City will provide two licenses for this software to the firm for the duration of the phase 3.
- 7) The consultant shall provide support services to assist the City of Grand Rapids in obtaining bids from contractors. The bid period for this project is 37 consecutive calendar days to allow bidders adequate time to become familiar with the work. Bids shall be obtained electronically and shall meet at the requirements of the EDA.
- 8) Prepare all necessary environmental and/or construction permits from appropriate State and local governmental agencies. This includes, but is not limited to, all permits required to cross the Mississippi River and Railroad.
- 9) Coordinate the notification process for Disadvantaged Business Enterprises (DBEs) as required by the funding agency.
- 10) Prepare the Advertisements for Bid for publication in the *Grand Rapids Herald Review* and notify appropriate industry publications.
- 11) Prepare necessary copies of drawings, contract/bid documents and technical specifications, and distribute them to interested parties.
- 12) Conduct one Pre-Bid Meeting with interested contractors, representatives of regulatory and funding agency and the City of Grand Rapids.
- 13) Respond to bidder general and technical questions.
- 14) Attend the Bid Opening, administer the receipt of bids, compare bids, check for compliance with the contract requirements, call references, confirm math and tabulate the results. Based upon this review, make a written recommendation for award of the contract.
- 15) Modify Contract Documents to incorporate information included in bid addenda.
- 16) All engineering services must be in compliance with 2 CFR Appendix II to Part 200 – Contract Provisions for Non Federal Entity Contracts Under Federal Awards.

#### ***Construction/Project Inspection – Phase 4***

Construction administration and inspection services will be required for this project. Phase 4 includes all work necessary to manage the day-to-day construction activities and to provide full-time construction inspection services.

Services Sought - The selected engineering firm will guide the City of Grand Rapids through the construction administration and observation phases of the project. The firm will also be expected to guide the City of Grand Rapids in adhering to all EDA funding requirements throughout the construction phase of the project.

A) Construction/Project Inspection Phase: For the purpose of reviewing Proposals, the Construction/Project Inspection Phase Scope of Work is as follows:

1) Construction Administration:

- a) Prepare for and attend the preconstruction meeting.
- b) Provide consultation and advice to City of Grand Rapids during construction and be available to meet with City of Grand Rapids staff, the Contractor, and other parties throughout the construction phase of the project to discuss/resolve construction issues, construction progress, and to coordinate the work as needed.
- c) Check detailed construction, shop and erection drawings submitted by the Contractor for compliance with the design concept and design intent.
- d) Conduct all Davis Bacon Wage Confirmation interviews and provide reports to the City of Grand Rapids.
- e) Prepare supplementary sketches required to clarify/resolve any field construction problems that may arise due to actual field conditions encountered.
- f) Respond to contractor general and technical questions.
- g) Attend final review of the completed construction with representatives from the City of Grand Rapids, the Contractor, and other concerned parties as needed, and prepare a letter to address any deficiencies, corrective actions required, etc.
- h) Prepare record (i.e. "as-built") drawings based on construction information.
- i) Print and distribute construction record drawings as required for distribution to the City of Grand Rapids as required. Record drawings shall be furnished both in electronic PDF compatible format and electronically in AutoCAD compatible format on compact disk (CD).

2) Construction Observation: Provide daily construction observation of the construction work in progress based on the Contractor's construction schedule. The engineer shall perform the following functions:

- a) Monitor materials used in the construction for compliance with project specifications.
- b) Monitor quality of construction and verify compliance with project specifications.
- c) Prepare site visit observation reports covering observations made of the work in progress, delays to construction, unusual events, etc.
- d) Monitor project progress and report same to the City of Grand Rapids and to assist in the preparation of quarterly reports to EDA.
- e) Review and approve monthly Payment Requisitions from the Contractor to confirm quantities of work completed and certify payment requisitions for payment by the City of Grand Rapids.

- f) All inspection records, observation reports and monthly pay requisitions shall be completed in RTVision's One Office enterprise software. City will provide two licenses for this software to the firm for the duration of Phase 4.
  - f) Interpret the contract plans and specifications and check the construction activities for compliance with the intent of the design.
  - g) Attend meetings as required for coordination among officials from the City of Grand Rapids and the Contractor or any state and local agencies (as required).
  - h) Confirm Substantial Completion of the project and prepare Certificate of Substantial Completion. Prepare a Punch List of outstanding items of work to be completed after Substantial Completion in order to achieve final completion of the construction work.
  - i) Maintain project record ("as-built") information for the development of final record drawings and final project report.
- 3) EDA Funding Requirements During Construction. Tasks that are required to be completed during construction pursuant to the rules and regulations for EDA funded projects include:
- a) Collect and check weekly certified payroll reports from the Contractor and all subcontractors on the project.
  - b) Collect weekly signed Statement of Compliance (wages) from Contractor and Subcontractors.
  - c) Verify hours worked and rates paid for the Contractor and all subcontractors on the project.
  - d) Maintain a file of weekly certified payroll reports.
  - e) Submit a copy of the weekly certified payroll reports to the City of Grand Rapids and EDA.
  - f) Conduct at least two (2) (minimum) wage rate interviews to confirm/verify wage rates.
  - g) Document "Buy American" provisions.
  - h) Maintain documentation and records for all equipment and products purchased in accordance with the "Buy American" provisions. Required documentation includes: (1) U.S.-made components; (2) National waivers; (3) project-specific waivers; and (4) "De Minimis" components.
  - i) Prepare monthly report of project completion status.

***Proposal Specifications:***

A) Statement of Qualifications (SOQ) and Price Proposal specifications:

1) Statement of Qualifications (SOQ) must include the following information:

- a) Executive Summary;
- b) Firm and team history. Include names, qualifications and resumes of key personnel to participate in the project including educational background and employment history;
- c) Description of other similar infrastructure design and construction inspection projects managed and designed by this firm similar to this project. Please provide a

list of similar projects and up to three references, contact names and telephone numbers;

- d) Provide specific evidence of familiarity with the construction and grant procedure of the United States Economic Development Administration. Please provide a list of previous EDA funded projects that your firm has participated in;
- e) Statement of availability and location of key personnel to work on the project;
- f) Brief description of the firm's approach to planning, designing and, implementing this project;
- g) Price Proposal

2) Quantities: Eight (8) hard copies of Statement of Proposal to include the provided Price Proposal Form;

3) As required by the U.S. Department of Commerce Economic Development Administration, the project price shall be separated into NEPA Environmental Narrative Phase, Preliminary Engineering Report Phase, Design/Bidding Phase and Construction/Project Inspection Phase. Fees shall be a cost reimbursement with an agreed upon maximum; the use of the cost-plus-a percentage-of-cost and percentage forms of compensation are not eligible for EDA participation. Please see enclosed Economic Development Administration Checklist for Architect/Engineer contracts for guidance. The City of Grand Rapids is required to provide this checklist to the EDA for approval.

4) Schedule:

Responses to RFP due	??, 2020
Award of Phase 1 and 2 Engineering Services Contract	??, 2020
Phase 1 and 2 Work Begins	??, 2020
Complete Phase 1 and Phase 2 Work	??, 2020
EDA Grant Award	??, 2020
Award of Phase 3 and 4 Engineering Services Contract	??, 2020
Design Begins	??, 2020
Design Complete	??, 2020
EDA Review of design and bid documents	??, 2020
Advertisement for Bids	??, 2021
Bid Opening	??, 2021
Construction Contract Award	??, 2021
Pre-Construction Conference	??, 2021
Issuance of Notice to Proceed	??, 2021
Substantial Completion Date	??, 2021
Final Completion Date/Acceptance by Owner	??, 2021

### ***Instructions for Proposal***

A) Preparation of Proposals

- 1) The firm shall submit the price proposal upon the forms (attached).
- 2) The proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one

or more officers of a corporation, or by an agent of the consultant legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business address of the President, Secretary and Treasurer.

- 4) All questions shall be submitted in writing to and received by the Grand Rapids Public Works Director / City Engineer Matt Wegwerth, at [mwegwerth@ci.grand-rapids.mn.us](mailto:mwegwerth@ci.grand-rapids.mn.us), a minimum of seven (7) days prior to the scheduled opening. The Director will then forward both the question and the response to all prospective firms, who have made themselves known to the Director.
- 5) All materials submitted in response to this invitation will become the property of the City of Grand Rapids. All expenses incurred by responding to this invitation shall be the responsibility of the firm.

### ***RFP Evaluation***

- A) A Review Committee, consisting of City staff shall consider the following factors as an integral part of the proposal evaluation process:
  - 1) *Sewer and Water System Experience*. Ability, capacity and skill to perform the proposed work as evidenced by the number and type of similar projects;
  - 2) *Economic Development Administration Engineering Design and Construction Inspection Experience*. Experience with Economic Development Administration grant processes and requirements as evidenced by a list of previous EDA funded engineering work; and
  - 3) *Price*. Total price of engineering design and inspection services.
- B) Proposal Weighting/Evaluation
  - 1) Design and Construction Inspection work experience - 35%;
  - 2) Economic Development Administration Engineering Design and Construction Inspection Experience – 20%; and
  - 3) Firm History and Location – 25%
  - 4) Total Price – 20%.

The Review Committee will then present its recommendation to the City Council for an award of bid.

- C) The City of Grand Rapids reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Review Committee and the City Council, the best interest of the City of Grand Rapids will be promoted thereby.

### ***Award of Contract***

- 1) If a contract is to be awarded, the award will be made to the qualified firm whose proposal complies with all the requirements prescribed in the specifications page(s) and evaluation section of this document, and at the sole discretion of the City of Grand Rapids, demonstrates that selection of said firm is in the best interest of the City, as soon as practical after the opening, scheduled to happen on November 6, 2018. The successful firm will be notified at the address listed that the proposal has been accepted.
- 2) The Review Committee will rank firms or consultants based upon proposal evaluations.

3) The City of Grand Rapids reserve the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

**City of Grand Rapids, MN  
Grand Rapids/Cohasset Industrial Redevelopment  
Sanitary Sewer and Water Extension Project  
PRICE PROPOSAL**

(To be filled out completely and attached to Proposal packet)

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Are you proposing to use other companies or firms in this project as a partnership? If yes, please list them below with contact names.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***NEPA Environmental Narrative – Phase 1:***

Price Proposal for basic (Design/Bidding Phase) A/E services is: \_\_\_\_\_

Design/Bidding Phase completion date: \_\_\_\_\_

Print name and title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed).

***Preliminary Engineering Report - Phase 2:***

Price Proposal for basic (Design/Bidding Phase) A/E services is: \_\_\_\_\_

Design/Bidding Phase completion date: \_\_\_\_\_

Print name and title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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



Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed).

***Design/Bidding - Phase 3:***

Price Proposal for basic (Design/Bidding Phase) A/E services is: \_\_\_\_\_

Design/Bidding Phase completion date: \_\_\_\_\_

Print name and title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed).

***Construction/Project Inspection – Phase 4:***

Price Proposal for basic (Design/Bidding Phase) A/E services is: \_\_\_\_\_

Design/Bidding Phase completion date: \_\_\_\_\_

Print name and title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

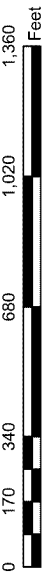
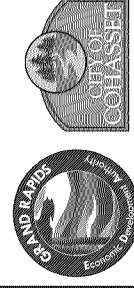
Date: \_\_\_\_\_

Please describe in detail what is included for this price proposal listed above (may be typed or written on this form or an attached sheet of paper and initialed).

# Grand Rapids & Cohasset Industrial Park Expansion/Redevelopment Utility Extension (Map 1 of 2)



# Grand Rapids & Cohasset Industrial Park Expansion/Redevelopment Utility Extension (Map 2 of 2)









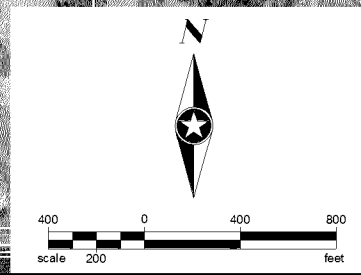



Save: 2/21/2020 9:35 AM schristenson Plot: 2/21/2020 9:37 AM X:\FUG\GRANDR\153848\Misc Services\Task 2 - Eco Industrial Park Utility Extension\PERM\15-final-dsgn\51-drawings\1b-Civil\cad\dwg\exhibit\GR144864\_2Ex.dwg



**LEGEND**

-  AREA 1 - SANITARY SEWER AND WATER MAIN (GR/COHAS)
-  AREA 2 - SANITARY SEWER AND WATER MAIN (GR/COHAS)
-  AREA 2A - SANITARY SEWER, WATER MAIN, SERVICES (GR)
-  AREA 3 - SANITARY SEWER, WATER MAIN, SERVICES (GR)
-  AREA 4 - WATER MAIN (GR)
-  AREA 5 - SANITARY SEWER, WATER MAIN, SERVICES (COHASSET)

PHONE: 218.322.4500  
 21 NE 5TH ST STE 200  
 GRAND RAPIDS, MN 55774  
 www.sehinc.com

FILE NO. GRANR144864
DATE: 2/13/2020

**OVERALL EXHIBIT  
 ECO INDUSTRIAL PARK UTILITY EXTENSION  
 GRAND RAPIDS, MN**

**EXHIBIT  
 NO. 2**



**Project Name/Scenario:** Grand Rapids/Cohasset Industrial Park Utility Extension/Watermain Looping  
**Project Location:** Cohasset & Grand Rapids former Ainsworth Site  
**Developer:** City of Grand Rapids  
**Date:** 5/13/2020

Uses of Funds		Sources of Funds					
Use	Amount	Federal EDA	DEED BDPI	IRRR	City of Grand Rapids	City of Cohasset	Total
Construction - Segment 1 - River Crossing Sewer & Water	\$559,879	\$447,903		\$86,180	\$12,898	\$12,898	\$559,879
Construction - Segment 2 - County Rd. Sewer & Water Mains	\$334,066	\$267,253		\$51,421	\$7,696	\$7,696	\$334,066
Construction - Segment 2A - County Rd. Services & Entrance Rd. Mains	\$202,726	\$162,181		\$31,205	\$9,341		\$202,726
Construction - Segment 3 - Entrance Rd. Sewer & Water Mains	\$808,285	\$646,628	\$161,657				\$808,285
Construction - Segment 4 - Water Loop to Co. Rd. 76	\$743,868	\$595,094		\$114,500	\$34,273		\$743,868
Construction - Segment 5 - Cohasset/IEDC Sewer & Water	\$433,289	\$346,631		\$66,694		\$19,964	\$433,289
Engineering - Segment 1	\$75,584	\$60,467			\$7,558	\$7,558	\$75,584
Engineering - Segment 2	\$45,099	\$36,079			\$4,510	\$4,510	\$45,099
Engineering - Segment 2A	\$27,368	\$21,894			\$5,474		\$27,368
Engineering - Segment 3	\$109,118	\$87,295	\$21,824				\$109,118
Engineering - Segment 4	\$100,422	\$80,338			\$20,084		\$100,422
Engineering - Segment 5	\$58,494	\$46,795				\$11,699	\$58,494
Grand Rapids GO Bond Issuance Cost	\$73,622				\$73,622		\$73,622
Grand Rapids Legal & Publishing	\$18,405				\$9,203	\$9,203	\$18,405
Federal EPA Grant Application Preparation	\$0						\$0
Administration	\$48,922				\$48,922		\$48,922
Easement Acquisition	\$150,000	\$75,000			\$37,500	\$37,500	\$150,000
<b>Total Uses and Sources of Funds:</b>	<b>\$3,789,147</b>	<b>\$2,873,559</b>	<b>\$183,481</b>	<b>\$350,000</b>	<b>\$271,080</b>	<b>\$111,027</b>	<b>\$3,789,147</b>

Scenario Comments/Assumptions:  
 Federal EDA funds 80% of all construction and engineering in all Segments 1-5  
 IRRR Funds are applied on a prorata basis over construction costs of Segments 1, 2, 2A, 4 & 5.  
 DEED BDPI funds 20% of all construction and engineering in Segment 3



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1096      **Version:** 1      **Name:** Pokegama Grill Lease Relief Request  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/22/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider approving Pokegama Grill Lease Relief Request  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Pokegama Grill Lease Payments](#)  
[AMENDMENT TO CONCESSIONAIRE CONTRACT](#)

Date	Ver.	Action By	Action	Result
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Consider approving Pokegama Grill Lease Relief Request

**Background Information:**

Due to the Covid-19 Pandemic business at Pokegama Grill has been very minimal. This is entirely due to the Orders put in place by the State of Minnesota. Please review the attached document Pokegama Grill Lease Payments for their explanation of circumstances.

**Staff Recommendation:**

The Pokegama Golf Board supports the Amendment to the Lease Agreement and requests approval of the Amendment

**Requested City Council Action**

Make a motion approving Amendment to the Lease Agreement presented and requests approval of the Amendment. The document call for relief of April and May lease payments of \$2,000/month and a monthly review of Bastian Financial for remainder of 2020 and consider rent reduction of up to \$2,000 per month.

May 18, 2020

Pokegama Golf Course Board,

We would like to take this time to let the board know how appreciative we are for the opportunity we've had to run the Pokegama Grill out of the golf course for the last 10 years. Unfortunately, the current situation of mandates and uncertainty due to Covid-19, moving forward this summer definitely places us in an unfavorable position, as it does and has with many small businesses. The majority of our revenues in the summer come from leagues, tournaments, and special functions. With these events being cancelled at the beginning of the season and in serious jeopardy throughout the summer our revenue is greatly affected. We are anticipating a decline in gross sales of around 75% -80% of an average year.

While we can control labor costs, unfortunately product, insurances, licenses, and utility fees do not fluctuate. We will continue to pay utilities, licenses, and all other expenses per the contract. However, regarding the monthly lease payments, at this time we are unable to afford the contracted amount of \$2,000 per month. With the uncertainty of our revenues going forward this year, we would like to ask the board to amend the contract and forgive 100% of the lease payments for 2020. We do have a significant amount of money invested in equipment, beverage cart, small wares and other products as you can see on the inventory list attached. We will also need to purchase a new fryer in the near future, and would like to purchase a larger grill.

We would appreciate your thoughts and a response in the very near future so that we are able to budget accordingly.

Thank you for your time and input.

Sincerely,

Stewart and Janelle Bastian

Pokegama Grill

AMENDMENT TO CONCESSIONAIRE CONTRACT

THIS AMENDMENT OF CONTRACT (“Amendment”) is made this 26<sup>th</sup> day of May, 2020, for the purpose of addressing financial hardships related to COVID-19 and the executive orders imposed by the Governor of Minnesota. This Amendment temporarily amends 2.1 Fee in the Original Contract between S. Bastian Companies, LLC (Concessionaire) and the City of Grand Rapids (City).

1. 2.1 Fee, of the original agreement specifies that “Concessionaire shall pay to City, as consideration for the right to provide concession services pursuant to the Agreement, the amount of Eighteen Thousand Dollars (\$18,000) per year or \$2,000 per month payable in the months of April, May, June, July, August, September, October, November, and December. Rent fees for each month will be due the 1<sup>st</sup> of each month”.
2. Because of COVID-19 and the executive orders imposed by the governor of Minnesota, the City hereby waives the monthly rent for April and May of 2020.
3. The remaining monthly rentals in 2020 may be reduced after the City Finance Department reviews the Concessionaire’s monthly submitted financials and makes a recommendation to the City Council for approval.
4. This Amendment only pertains to Fees in calendar year 2020. All other terms and conditions of the Original Contract remain unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LESSOR: CITY OF GRAND RAPIDS

LESSEE: S. Bastian Companies, LLC

BY: \_\_\_\_\_  
Its Mayor

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

BY: \_\_\_\_\_  
Its City Clerk

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

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

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1098      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/22/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Consider making a motion adding Ryan Barratt to the Public Works Part-Time Eligibility List for the 2020 Spring/Summer Maintenance Season.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider making a motion adding Ryan Barratt to the Public Works Part-Time Eligibility List for the 2020 Spring/Summer Maintenance Season.

**Background Information:**

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season to work on all city owned property such as parks, athletic fields, right-of-ways, Itasca Calvary Cemetery and the Itasca County Airport. Ratification for the start of employment for this list will be May 11th, 2020 and continue until October 31st, 2020.

All of the employees on this eligibility list are returning from last year. Their wage rates will be as follows; 2nd year return hires \$12.25, 3rd year return hires \$12.50 and a 4th year hire will receive \$12.75 per hour. Please see the attached documentation for the eligibility list for this Spring/Summer Maintenance Season. The cost of these part-time employees is included in the 2020 Budget.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer approves addition of Ryan Barrett to the PW Part-Time Eligibility List for the 2020 Spring/Summer Maintenance Season.

**Requested City Council Action**

Make a motion adding Ryan Barratt to the Public Works Part-Time Eligibility List for the 2020 Spring/Summer Maintenance Season.



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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-1079      **Version:** 1      **Name:** PW/Eng Dept Head Report  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 5/15/2020      **In control:** City Council  
**On agenda:** 5/26/2020      **Final action:**  
**Title:** Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer



# Department Head Report

## Engineering / Public Works Department

May 26, 2020

CIVIL ENGINEERING



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# Engineering Department Details

## Staffing

**Aurimy Groom**, Clerical (shared employee with Community Development)

**Mike LeClaire**, GIS Coordinator

**Seth Jetland**, GIS Technician

**Steve Anderson**, Stormwater Specialist (shared employee with Public Works)

**Dominic DeGuiseppe**, Engineering/Public Works Technician

**Matt Wegwerth**, Public Works Director / City Engineer

## Offices

**Matt** – Public Works Service Center, Monday, Wednesday and Friday

– City Hall, Tuesday and Thursday

**GIS & Stormwater** – PW / PU Service Center



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# GIS Projects

- **Building Permit Applications Online**
  - Created building permits to an online application
- **Convert GIS Data**
  - Moved GIS data to new server
- **Configure Online Portal**
  - Create online portal for users to access data online
- **Web Apps**
  - Create apps for field crews to access/update data out in field
- **Assisted Public Utilities with various projects**
  - Transfer electric data to new utility network
  - Outage management and automated outage calls
  - Electric modeling



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# 2020 CIP Projects

## Highlights

### Amenities added





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# 2020 CIP Projects

## Highlights

### Amenities added





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# Permit Overview

## Right of Way Permits

- 42 permits – 2020 (as of 5/22)
- 133 permits – 2019

## Stormwater Permits

- 9 permits – 2020 (as of 5/22)
- 45 permits – 2019
- 40 permits – 2018
- 54 permits- 2017

\* All permits can be applied from online

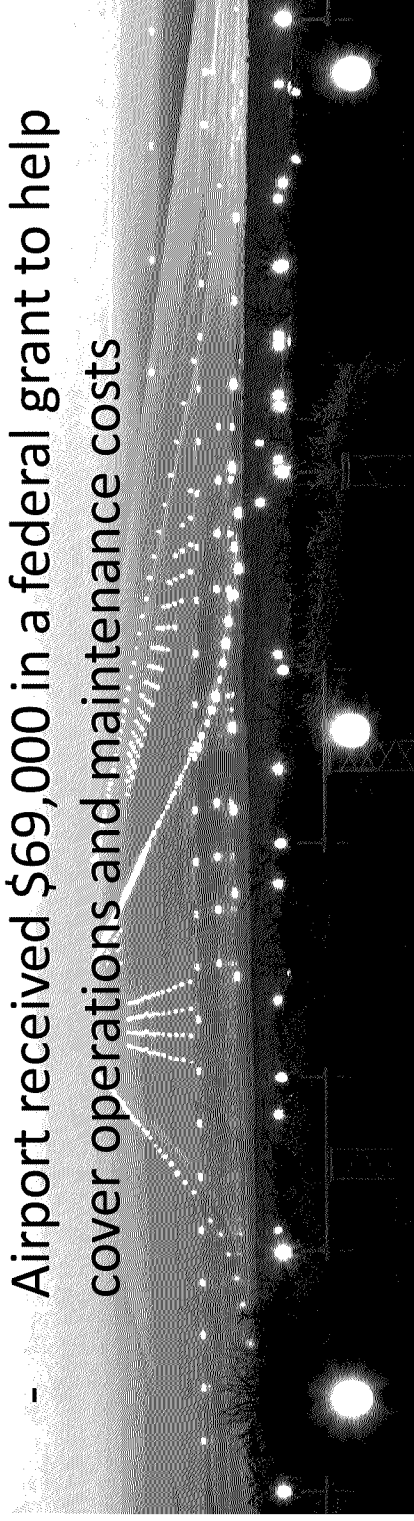
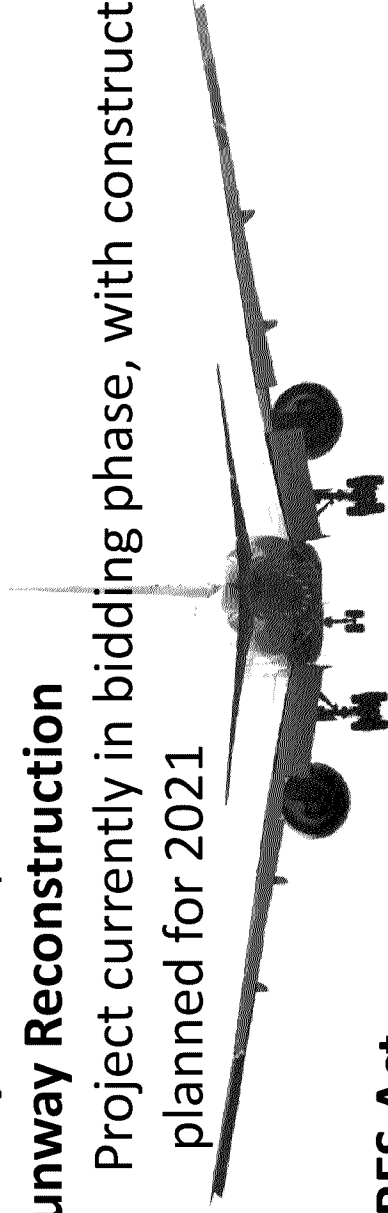




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# Airport Projects

- **Master plan**
  - Under Final FAA review
- **Apron Reconstruction**
  - Project Complete
- **Runway Reconstruction**
  - Project currently in bidding phase, with construction planned for 2021
- **CARES Act**
  - Airport received \$69,000 in a federal grant to help cover operations and maintenance costs

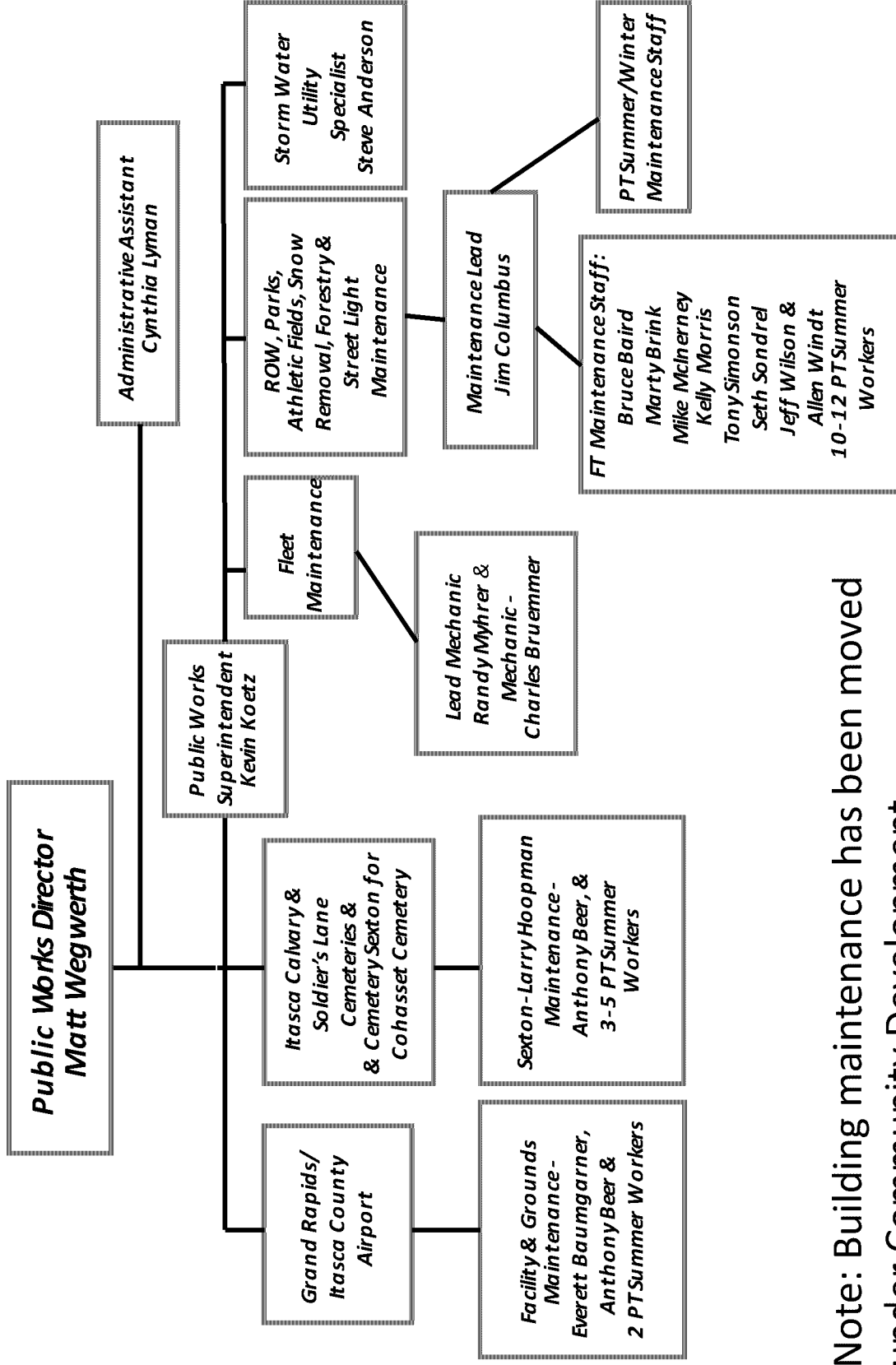




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# Public Works Department Details

## PW DEPT ORGANIZATIONAL CHART



Note: Building maintenance has been moved under Community Development



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# Public Works

## Winter Maintenance

Total snow fall this winter was 62.2" (30 yr avg – 53.6")

15 Plowable Events in 2019/2020

**2019/2020** Labor and Equipment = **\$346,100**

2018/2019 Labor and Equipment = \$443,125

2017/2018 Labor and Equipment = \$375,610

Snow Removal

**2019/2020** Labor and Equipment = **\$264,560**

2018/2019 Labor and Equipment = \$220,615

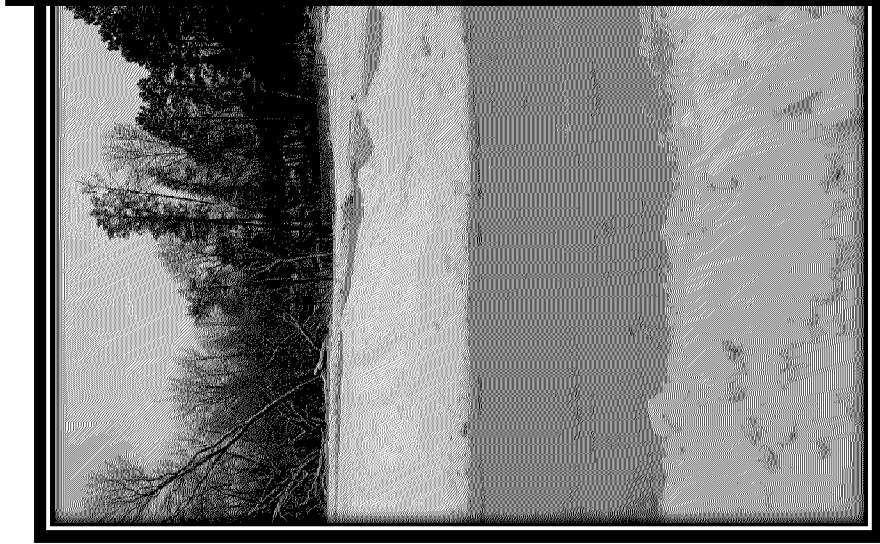
2017/2018 Labor and Equipment = \$144,940



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# Public Works Projects

## Grussendorf Skating Track





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# Public Works Projects

## Blandin Foundation Park



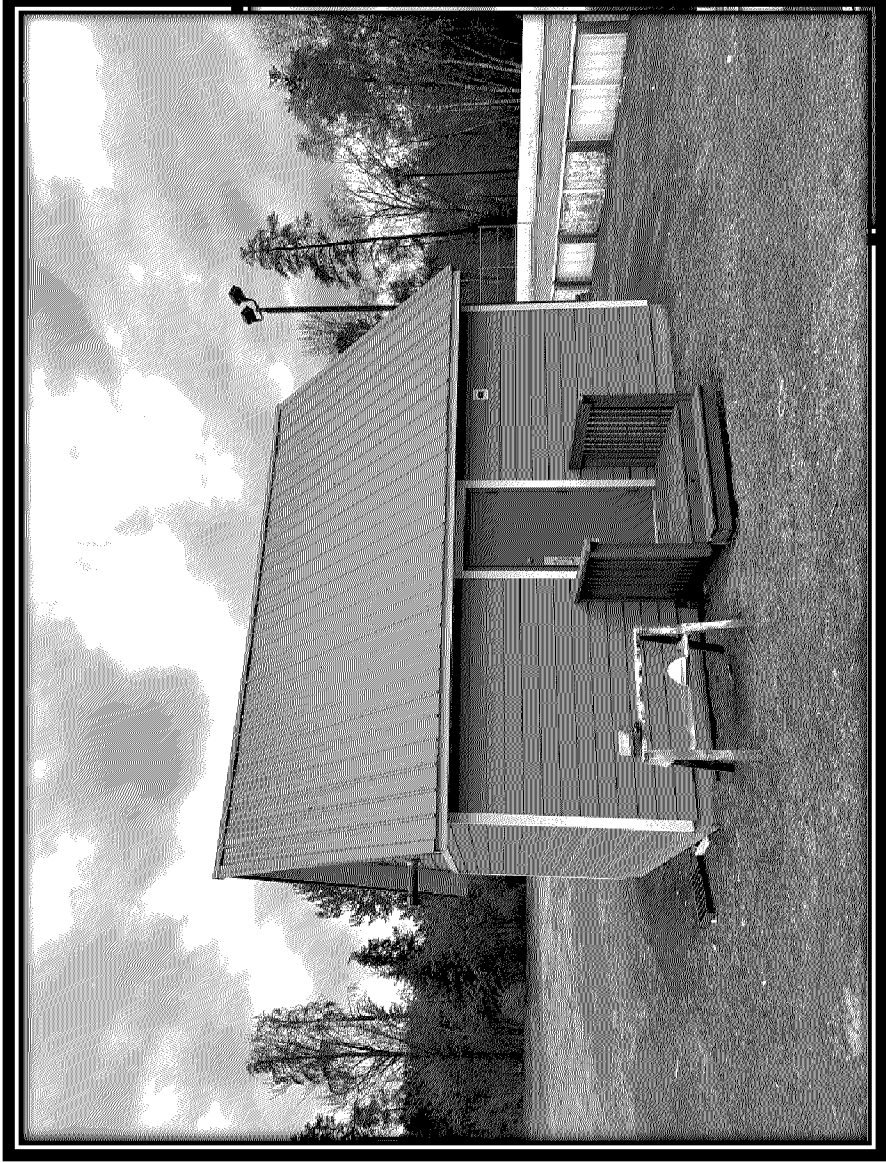




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# Public Works Projects

## Warming Shack Improvements

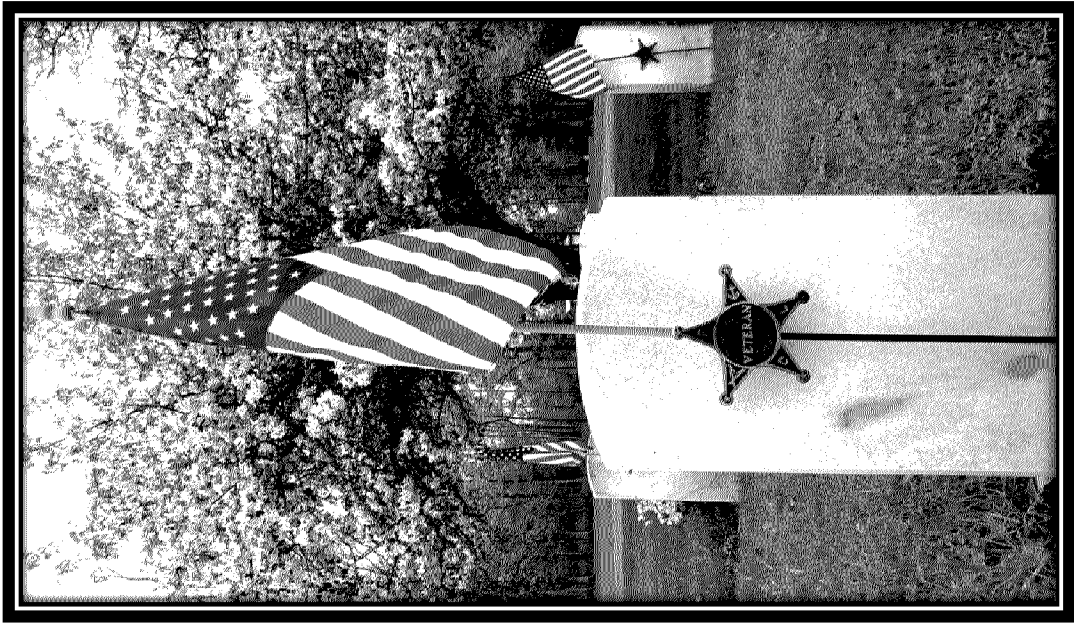




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# Cemetery

## Memorial Day



Approx. 50 volunteers from community help install and remove flags with assistance from City staff



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# Cemetery

## Veteran's Section Expansion

- Currently 18 blocks in the existing Veteran's section. Only 29 spots remain
- Expansion adds 14 blocks @ 32 lots per block = 448 more lots







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# Comments and Questions