



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, January 13, 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 will be held on Monday, January 13, 2020 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### MEETING PROTOCOL POLICY

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

### ORGANIZATIONAL MEETING

- A. 20-0868 Consider adopting City Council By-Laws  
**Attachments:** City Council By-Laws
  
- B. 19-0829 Consider appointing the financial institutions as depository designations for 2020, and delegate the Finance Director or Finance Designee authorization for electronic funds transfers.
  
- C. 20-0871 Consider designating Mayor Pro-Tem
  
- D. 20-0872 Consider the designation of official newspaper for the City of Grand Rapids.  
**Attachments:** Herald Review
  
- E. 20-0873 Consider appointing Council representatives to Boards & Commissions.
  
- F. 20-0874 Consider appointing representatives to selected agencies.

### PUBLIC FORUM

### COUNCIL REPORTS

### APPROVAL OF MINUTES

20-0840 Consider approving Council minutes for Monday, December 16, 2019 Worksession & Regular meetings and December 31, 2019 Special Meeting.

**Attachments:** [December 16, 2019 Worksession](#)  
[December 16, 2019 Regular Meeting](#)  
[December 31, 2019 Special Meeting](#)

## VERIFIED CLAIMS

20-0876 Consider approving the verified claims for the period December 10, 2019 to January 6, 2020 in the total amount of \$2,151,631.14, of which \$1,000,000 are investments.

**Attachments:** [Council Bill List 01-13-20.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. 19-0770 Consider approving computer software agreements for 2020 with Harris Computer Systems for \$24,796.63.
2. 19-0827 Consider adopting a resolution approving an operating transfer from the Capital Project Fund-2019 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.  
**Attachments:** [\\$42,439 operating transfer from 480to418-Art&Cult](#)
3. 19-0828 Consider adopting a resolution approving a loan to the Capital Equipment Replacement Fund in the amount of \$31,611.00.  
**Attachments:** [res-\\$31,611 internal loan from 101 to 407](#)
4. 19-0830 Consider reappointment of Will Richter to the position of Firefighter.
5. 19-0832 Consider adopting a resolution accepting a donation of \$100.00 from Morris & Sherry Beighley of Cohasset to the Police Department.  
**Attachments:** [PD Beighley Pub Sfty Ed](#)
6. 19-0836 Consider a resolution awarding a contract for CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.  
**Attachments:** [CP 2014-2 Award Resolution](#)
7. 20-0838 Consider adopting a resolution accepting \$800.00 in donations for the 2020 Shop with a Hero Event  
**Attachments:** [PD Hero Shop Res](#)

8. [20-0842](#) Consider adopting a resolution approving an operating transfer from the Capital Project Fund-7th Avenue Bridge Rehabilitation to the Capital Project Fund-General Capital Improvements.  
**Attachments:** [\\$155,652 operating transfer from 431to401-Ped Bridge](#)
9. [20-0844](#) Consider donating GPS equipment to the Grand Rapids High School - Natural Resources Department.
10. [20-0845](#) Consider the adoption of a resolution accepting a \$250,000.00 IRRR Regional Trails Grant for CP 2015-3, Highway 2 West Trail.  
**Attachments:** [1-13-20 Resolution Accepting \\$250K IRRR Grant](#)  
[IRRR Grant Agreement](#)
11. [20-0850](#) Consider approving a professional services agreement with HDR Engineering for the 2021 Runway Reconstruction Project at the GPZ Airport.  
**Attachments:** [Owner-Engineer Agreement GPZ IFE\\_010720](#)
12. [20-0851](#) Consider approving Amendment Number Four (4) to the Mutual Aid Agreement for both the City of Grand Rapids' and the City of Cohasset's Public Works Departments for cemetery sexton services for a three year period effective January 1, 2020 through December 31, 2022.  
**Attachments:** [2020-22 Cohasset Sexton Services Amendment 4](#)
13. [20-0862](#) Consider approving Change Order 1 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.  
**Attachments:** [Change Order 1 - 7th Street NE revisions](#)
14. [20-0863](#) Consider approval of a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant Program for the Itasca Community College Student Center Project.  
**Attachments:** [ICC Student Center Application Authorization Resolution.pdf](#)
15. [20-0869](#) Consider entering into an Agreement with Pyrotechnic Display, Inc. to provide fireworks on July 4th, 2020.  
**Attachments:** [Grand Rapids FW contract 2020](#)
16. [20-0870](#) Consider hiring a Regular Part Time Maintenance and Concession employees at the IRA Civic Center.
17. [20-0878](#) Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2020 plan year and authorize payment of the insurance premium including the agent fee.  
**Attachments:** [Renewal Invoice for the City of Grand Rapids](#)

18. [20-0879](#) Consider approving temporary liquor licenses for MacRostie Art Center 2020 First Friday events.
19. [20-0880](#) Consider the status change of Hospital Security Officer Robert Sanders from part-time to full-time.

#### 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.*

#### COMMUNITY DEVELOPMENT

20. [20-0877](#) Consider approval of the preliminary plat of The Pillars.
- Attachments:** [The Pillars Preliminary Plat: Area Map & draft Site Plan](#)  
[The Pillars: Preliminary Plat Document](#)  
[Preliminary Plat - The Pillars: Application](#)  
[The Pillars: Construction Plans](#)

#### ENGINEERING\PUBLIC WORKS

21. [19-0834](#) Consider adoption of the City of Grand Rapids Mailbox Policy
- Attachments:** [GR Mailbox Policy](#)
22. [19-0835](#) Consider approving a rental and purchase agreement with Ziegler Cat
- Attachments:** [Ziegler loader agreement](#)
23. [20-0846](#) Consider a resolution approving a utility variance along Golf Course Road for CP 2019-1
- Attachments:** [Golf Course Road Variance 011320](#)

#### ADMINISTRATION DEPARTMENT

- [20-0881](#) Consider an agreement with Adam Swanson to create a mural for the Grand Rapids Area Library.
- Attachments:** [1-13-2020 Swanson Agreement](#)

#### ADJOURNMENT

*NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 27, 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

## Legislation Details (With Text)

**File #:** 20-0868      **Version:** 1      **Name:** Council By-Laws  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 1/8/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider adopting City Council By-Laws  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [City Council By-Laws](#)

Date	Ver.	Action By	Action	Result
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Consider adopting City Council By-Laws

**Background Information:**

The Council By-Laws require re-adoption each year. There are currently no recommended changes to Council By-Laws.

**Staff Recommendation:**

Review current By-Laws, and if acceptable, approve Council By-Laws for 2020.

**Requested City Council Action**

Make a motion to adopt the City Council By-Laws for 2020 as presented.

PROCEDURE OF THE CITY COUNCIL  
OF GRAND RAPIDS, MINNESOTA

(COUNCIL BY-LAWS)

Amended by City Council  
Revised – 1/14/2019

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PROCEDURES OF THE CITY COUNCIL  
OF GRAND RAPIDS, MINNESOTA

1. **MEETINGS:**

A. **OPEN MEETINGS:**

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

B. **QUORUM:**

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

C. **COUNCIL MEETINGS:**

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

3. **COUNCIL WORKSESSION:** A Council Worksession will be a special meeting regularly scheduled from 4:00 p.m. to 5:00 p.m. on the second and fourth Monday of each month unless otherwise scheduled.
4. **CLOSED MEETINGS:** The state open meeting law allows certain matters to be discussed by the Council in a closed meeting.
  - a. **RESOLUTION:** The meeting shall be closed by motion of the Council at a public meeting. The motion shall include the time, place and the nature of the subject to be discussed.
  - b. **NOTICE:** The City Clerk shall give advance notice of a closed meeting in the same manner as advance notice of other Council meetings.
    1. If the closed meeting is held during other meetings of the Council, the notice will state the approximate time that the closed meeting is scheduled.
    2. If a meeting must be held under urgent or emergency circumstances which make it impractical to give the customary advance notice, the City Clerk shall make a reasonable, good faith effort to give advance notice to the local news media by other means.
  - c. **SCHEDULE:** If the meeting is held on the same day as a regular Council meeting, it shall be scheduled prior to or immediately following the regular worksession or meeting, whichever is suitable at time of scheduling.
  - d. **ATTENDANCE:** Shall be limited to Council members, the City Attorney (s), City Administrator, and other resource persons designated by the Council, Administrator and/or City Attorney and approved by the Council. A written roll of all persons present at the closed meeting shall be made available to the public after the closed meeting.
  - e. **CLOSED MEETING TO DISCUSS LITIGATION:** The City Attorney shall make a reasonable effort to informally convey information to the news media regarding the subject matter of the meeting.
  - f. **CLOSED MEETING TO DISCUSS STRATEGY FOR LABOR NEGOTIATIONS:** The proceedings at the closed meetings shall be recorded at the expense of the governing body and shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body.

a. **MINUTES OF CLOSED MEETINGS:**

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

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

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

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

- a. Adopt Council By-Laws.
- b. Appoint the Mayor Pro-Tem.
- c. Designate the depositories of City funds.
- d. Designate the official newspaper.
- e. Mayoral Appointment and Council approval (Appendix D)
  - Economic Development Authority
  - Civic Center/Park & Recreation Advisory Board
  - Housing and Redevelopment AuthorityCouncil appointments (Appendix C)
  - Public Utilities Commission
  - Grand Rapids Cable Commission
- f. Appoint Special Council representatives.
  - Coalition of Greater Minnesota Cities
  - City/County Committee
  - Western Mesabe Mine Pit Board
  - Range Association of Municipalities & Schools
  
  - League of Minnesota Cities
  - Natural Gas Joint Powers Board

**D. PRESIDING OFFICER:**

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

**E. VOTING:**

1. The votes of the Council will be taken by voice vote.
2. Votes will be considered unanimous unless otherwise noted.
3. Council members may ask for a roll call vote by the Clerk on any motion or resolution.
4. The Clerk shall ask for a verification roll call if the vote of a Council member is not clear on a voice vote.
5. A majority vote of all Council members shall be necessary for approval of any ordinance unless a larger majority is required by Minnesota State Statute. Except, as otherwise provided by Statutes, a majority vote of a quorum shall prevail in all other cases.

- F. **RULES OF ORDER:** The proceedings of the Council shall be conducted in accordance with Appendix A – Simplified Rules and Section 1 D-6.
- G. **MINUTES:**
1. Minutes are the official record of the City Council once approved.
  2.
    - a. The Clerk shall keep permanent electronic minute files to record at length all Ordinances passed by the Council.
    - b. Ordinances, resolutions, and claims need not be recorded in full in the minutes if they appear in other permanent records and can be accurately identified from the description given in the minutes.
    - c. The minutes of each Council meeting shall be kept by a recorder designated by the City Administrator or by the City Clerk in the absence of the City Administrator.
  3. The minute recorder shall not participate in Council discussions except when called upon by the presiding officer.
  4. The minutes of each meeting shall be typed, signed by the Clerk, and copies delivered to each Council member via Council agenda packet when the minutes are placed on the agenda for approval.
    - a. The proceedings of all Regular Council meetings may be recorded. The recording of each meeting shall be clearly marked denoting type of meeting (regular, special, joint for example), date and time. The recording shall be kept in a secure storage area in chronological order and maintained for the length of time required for data storage and maintenance. Access to recordings shall be open to the public but shall be under the supervision of the Administrator's Office and may not be played back on a machine with an erasure feature. Copies of recordings may be made available for a fee as set by the Administrator's Office. (This does not apply to tapes of closed meetings until they are made public as provided in Section I-C 3 subsections 1 & 2).
    - b. At the next regular meeting, following delivery, approval of the minutes shall be considered by the Council.
      - 1) The minutes need not be read aloud.
      - 2) The presiding officer shall call for any additions or corrections.
      - 3) If there is no objection to an addition or correction, it will be made without a vote of the Council.

- 4) If there is an objection, the Council shall vote upon the addition or correction by roll call vote.
  - 5) Council shall take formal action to approve the minutes as distributed and/or amended.
5. Publishing of Minutes. The City Clerk shall prepare a summary of the minutes of each Council meeting for publication after the official minutes are approved by Council with the exception of minutes of closed meetings. The summary shall include formal actions of the Council and at the City Clerk's discretion, Council discussion and department head reports.

**H. MEETING SCHEDULE:**

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

**I. ORDER OF BUSINESS:**

1. Call to Order.
2. Call of Roll.
3. Presentations/Proclamations
4. Approval of Minutes.
  5. Approval of Verified Claims
6. Public Forum and Correspondence.
7. Council Reports
8. Consent Agenda.
9. Setting of Regular Agenda
10. Acknowledge receipt of Board/Commission minutes.

11. Civic Center/Park & Recreation
12. Community Development/Economic Development.
13. Engineer.
14. Finance Department
15. Fire Department
16. Grand Rapids Library.
17. Pokegama Golf Course
18. Police Department
19. Public Works.
20. Administration.
21. Public Hearings when scheduled.
22. Adjourn (or Recess)

Notes:

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

**J. AGENDA:**

1. An agenda will be prepared for all Council meetings and Council committee meetings in accordance with provisions of Minnesota Statute 471.705.
2. The agenda for special meetings will be set by the presiding officer, or by the Council members calling that meeting three days prior to the meeting at the time of notice and call or at the time of call for an emergency meeting of the Council.
3. The agenda will clearly describe the subject matter under consideration by the Council and any action required.
4. The City Clerk, City Administrator and/or Mayor shall prepare the agenda for all Council meetings.
5. Requests for action or consideration of an item must be presented to the City Administrator and/or Mayor, no later than noon of the business day Wednesday, prior to the Regular Council meeting.
- 6.. City Council members may place an item (items) on the agenda prior to any meeting, by following step five above.

7. The agenda, along with information material, will be delivered to each Council member, City Attorney and given to all media formally requesting such notice as provided by Minnesota Statute 471.705, on the Thursday preceding the Monday-meeting, or at least three (3) days prior to the Regular Council meeting.

**K. CONSENT AGENDAS:**

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

**ADMINISTRATION:**

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

**FINANCE:**

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

**LICENSES/PERMITS/CONTRACTS:**



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

**PERSONNEL:**

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

**PROJECTS:**

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

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

M. **ATTENDANCE:**

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

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

A. **GENERAL PROCEDURE:**

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

B. **RULES FOR PUBLIC PROCEDURE:**

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

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

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

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

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

- A. Greater Grand Rapids Cable TV Commission, to provide oversight and review of the Cable TV franchise and to advise the City Council.
- B. Pokegama Golf Course Board, to operate Pokegama Golf Course and to advise the Council on the management of this municipal enterprise. (Municipal Code Chapter 2, Article V, Division 4, Sec. 2.241-2.247).
- C. Human Rights Commission, purpose is to secure for all citizens freedom from discrimination. (added 1-24-05) Municipal Code Chapter 2, Article V, Division 6, Sec. 2.301-2.304).
- D. Library Board, to provide library services to City residents. (Municipal Code Chapter 34, Mn. Statute Chapter 134.07).
- E. Planning Commission, to advise the Council on planning and zoning for the orderly development of Grand Rapids. (Municipal Code Chapter 30, Article II, Sec. 30.31-30.32, Mn. Statute 462.354).
- F. Police Community Advisory Board, to enhance communication between residents, Police Department and the City Council. (Municipal Code Chapter 2, Division 8, Sec. 2-351, Ordinance No. 15-02-02)

- G. Public Utilities Commission, to operate electric, water and sewer service enterprises and to operate certain public buildings. (MN Statute 412.341, and Minnesota Special Laws 1999, Chapter 195, Special Laws 2014, Chapter 224—S.F. No. 2609).
- H. Property Maintenance and Building Codes Board of Appeals to hear appeal's regarding a decision of the code official or notice or order issued under the Property Maintenance or Building Code (Ordinance No.'s 05-02-03 and 05-02-04).
- I. Arts & Culture Commission, to assist Grand Rapids in becoming a community in which arts and culture activities are recognized as vital components of community life; are valued and promoted for their economic benefits; represent an integral part of the communities' educational mission; and cooperate with other community organizations to enhance Grand Rapids' culture identity and quality of life in the community, the surrounding region and beyond.
- J. Joint Natural Gas Board, City Ordinance 12-08-10 authorized Gorhams' Incorporated to develop a natural gas distribution system within the City and a Rate Agreement dated August 13, 2012 formalized having rates regulated by the City under Mn Statutes 216B.02. A Joint Powers Agreement between the City and Harris Township, dated June 12, 2013, established a joint City/Township board to regulated natural gas rates.

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

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

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

5. Provide training and encouragement for active participation in all Board/Commission business through the employment of high quality staff or consultants to support them and to facilitate open communication.
6. Keep all applications active during the year for appointment to vacancies should they occur. The Council reserves the right to appoint any qualified candidates even though they did not apply as a result of an advertisement. There is no implied guarantee of appointment or re-appointment to any Board or Commission.

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

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

- A. Economic Development Authority (EDA), to provide a tool for economic stimulation in Grand Rapids. (GR Res. No. 93-130 Mn. Statute 469.090-469.108).
- B. Housing and Redevelopment Authority, to provide affordable housing for all residents. (Mn. Statute Chapter 469).
- C. Civic Center/Park & Recreation Advisory Board, to advise the Council on Recreation and Park programs and facility development. (Municipal Code Chapter 2, Division 3, Sec. 2-181-2.189; Mn. Statute 412.501; 471.15).

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

5. **COUNCIL COMMITTEES:**

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

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

**6. COUNCIL REPRESENTATIVES:**

- A. Council representation on various City Boards and Commissions will be determined by consensus of the Mayor and Council based upon interest expressed by individual members.
- B. Council representatives will be determined at the organizational meeting of the Council or when a vacancy occurs.
- C. Council representatives will act as liaison between the Boards and Commissions and the Council.
- D. Council representatives may help interpret previous Council action or policy to the various Boards and Commissions.
- E. Council representatives should bring back to the Council concerns or issues as requested by the Board or Commission and are encouraged to bring issues to the Council's attention, which may be of interest to the Council as a whole.
- F. Council representatives shall be voting members of City Boards and Commissions.

**7. SPECIAL APPOINTMENTS:**

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

8. **CONFLICT OF INTEREST STATEMENT:**

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

Exceptions are:

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

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

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

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

10. **CITY COUNCIL SALARY INCREASES:**

In an even calendar year, prior to the general election, the City Council shall establish the salary of the Mayor and Councilmembers to be effective January 1<sup>st</sup> of the following odd calendar year. The method to determine the salary will be to take the existing salaries and increase them based on the Consumer Price Index (CPI) as published on the Federal Reserve Bank of Minneapolis website. Typically, this will require the CPI for the two previous years. If pay increases are missed, the salaries shall be increased according to the CPI index in all years of no increases.

## Appendix A – Simplified Rules

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

(1) Indicates possible exception to precedence order.

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

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



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

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

Board/Commission	Independent	Advisory	Appointing Body	Number of Members	Term Length	Meeting Date/Time	Meeting Place	State Statute	Staff Rep.	City Ordinance	Residency Requirement
Arts & Culture Commission	X		Council	9	3 year 2 term rule	1 <sup>st</sup> Tuesday 3:15 p.m. 2 <sup>nd</sup> & 4 <sup>th</sup> Thursday 4:00 p.m.	City Hall		Asst. Library Director	13-02-04	No
Economic Development Authority	X		Council	7 (2 Council Reps.)	6 years	Thursday 4:00 p.m.	City Hall	358c	Community Development Director	Res. 93-130, 86- 82 and 94-164	5 residents & up to 2 non-residents
Golf Course Board	X		Council	5	3 years 2 term/6 year rule	3 <sup>rd</sup> Tuesday noon	City Hall	471.15- 71.19	Director of Golf	Chapter 2 of Municipal Code	4 City Res. & 1 may be non-res. - Ordinance 09-01- 01
Civic Center /Park & Recreation Advisory Board		X	Council	7	3 years	3 <sup>rd</sup> Wednesday 4:30 p.m.	Civic Center		Park & Rec/Civic Center Manager	5	5 residents & 2 non-residents
Cable Commission	X		1 Council		Council appointment	1 <sup>st</sup> Monday (every three months)	ICTV		None	Resolution Joint Powers	Yes
Housing & Redevelopment Authority	X		Council	7	5 years 2 term rule	3 <sup>rd</sup> Wednesday 4:00 p.m.	HRA	Mun. Hsg. Redev. Act 469	HRA Manager		State Statute 469.003 Yes
Library Board	X		Council	9	3 years 3 term rule	2 <sup>nd</sup> Wednesday 4:00 p.m.	Library	134	Library Director	2.02	4 non-res and 5 residents § 134.09
Planning Commission		X	Council	7	4 years	1 <sup>st</sup> Thursday 4:00 p.m.	City Hall		Community Development Director	23.18	Yes * Planning Comm. By-Laws
International Property Maintenance and Building Codes Board of Appeals	X		Council	3 plus 2 alternates	4 years		City Hall	MN Rules 1300.0230 Building Code		05-02-03 and 05-02-04	No
Police Community Advisory Board		X	Council	9	3 years	1 <sup>st</sup> Friday on even months 7:30 a.m.	City Hall		Police Chief	15-02-02	7 residents & 2 non-residents +
Public Utilities Commission	X		Council	5	4 years	2 <sup>nd</sup> Wednesday 4:00 p.m.	PUC Service Center	412.341	Public Utilities Manager		No
Human Rights Commission	X		Council	9	3 years	Last Wednesday Feb. – May- Aug. – Nov.	City Hall		Human Resources Director	Ordinance 04-05-09	No

APPENDIX D

MAYORAL BOARD/COMMISSION APPOINT AND COUNCIL APPROVAL PROCESS

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0829      **Version:** 1      **Name:** 2020 Financial Institutions for Depository designations  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 12/18/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider appointing the financial institutions as depository designations for 2020, and delegate the Finance Director or Finance Designee authorization for electronic funds transfers.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider appointing the financial institutions as depository designations for 2020, and delegate the Finance Director or Finance Designee authorization for electronic funds transfers.

**Background Information:**

We are recommending the City of Grand Rapids designate the following financial institutions as depositories for 2020:

- \*American Bank
- \*Deerwood Bank
- \*First National Bank of Coleraine
- \*Grand Rapids State Bank
- \*RBC Wealth Management
- \*Wells Fargo Bank of Minnesota
- \*Woodland Bank

**Staff Recommendation:**

Staff recommends approving financial institutions as depository designations for 2020.

**Requested City Council Action**

Make a motion to appoint the following financial institutions as depository designations for 2020: American Bank, Deerwood Bank, First National Bank of Coleraine, Grand Rapids State Bank, RBC Wealth Management, Wells Fargo Bank of Minnesota, Woodland Bank and delegate the Finance Director or Finance Director's designee authorization for electronic funds transfers.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0871      **Version:** 1      **Name:** Mayor Pro-Tem  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 1/8/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider designating Mayor Pro-Tem

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider designating Mayor Pro-Tem

**Background Information:**

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

**Staff Recommendation:**

Designate Mayor Pro-Tem

**Requested City Council Action**

Make a motion designating a member of the Council to serve as Mayor Pro-Tem.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-0872      **Version:** 1      **Name:** Official Newspaper designation  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 1/8/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider the designation of official newspaper for the City of Grand Rapids.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Herald Review](#)

Date	Ver.	Action By	Action	Result
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Consider the designation of official newspaper for the City of Grand Rapids.

**Background Information:**

The Council By-Laws call for the designation of an official newspaper where all official notices will be published. The Herald Review has submitted their request, outline services provided and stating that there will be no change in the current rate structure for another year. The proposal is attached for Council review.

**Staff Recommendation:**

Designate official newspaper for the City of Grand Rapids.

**Requested City Council Action**

Make a motion designating the Herald Review as the official newspaper for the City of Grand Rapids.

RECEIVED

DEC 12 2019

**GrandRapidsMN.com**

CITY OF GRAND RAPIDS  
**HeraldReview**

**301 1st Avenue NW, PO Box 220, Grand Rapids, MN 55744**

**Phone 218-326-6623 Fax 218-326-6627**

December 10, 2019

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

Dear Honorable Mayor and Council Members;

We ask to be named the official newspaper for the City of Grand Rapids. We offer to print the proceedings of the city council, statements and any and all legal notices requiring publication during the year 2020. We will continue to hold the City of Grand Rapids rate structure for another year.

All proceedings of your city council, ordinances and legal notices will be posted on-line. Display and Classified notices will also be published in the Grand Rapids Manney's Shopper at no extra charge.

In our proposal, we are including the Legal Newspaper Status for 2020 approved by the Minnesota Secretary of State. Also, the Statement of Ownership, Management and Circulation on file with United States Postal Service, which shows proof of guaranteed distribution of the Grand Rapids Herald Review.

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

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

Sincerely,



Mark Roy

**Publisher**

**Grand Rapids Herald Review**

# HeraldReview

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

December 10th, 2019

Legal Display rates:

First run.....\$11.50 per column inch (\$7.05 per square inch) Includes Grand Rapids  
Herald Review circulation 6,004 and Grand Rapids Manney's Circulation 18,900

Plus on line posting with grandrapidsmn.com , with an average of over 300,000 page views per  
--month.--

Additional runs \$10.30 per column inch (\$6.39 per square inch)

Thank You,

Sincerely,

Mark Roy  
General Manager





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0873      **Version:** 1      **Name:** Council Reps for Boards & Commissions  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 1/8/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider appointing Council representatives to Boards & Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider appointing Council representatives to Boards & Commissions.

**Background Information:**

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

Appendix D: Mayoral Board/Commission appointment and Council approval process.

- Civic Center, Park & Recreation Advisory Board (1) \*
- GREDA (2)
- HRA (1)

\* Representative also serves as rep to Greenway Joint Park & Rec Board.

Appendix C: Mayor and Council Board/Commission appointment process.

- PUC (1)
- Cable Commission (1 + alternate)

**Staff Recommendation:**

Appoint Council representatives to Boards & Commissions.

**Requested City Council Action**

Make a motion to appoint Council representatives to City Boards & Commissions for 2020 calendar year.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0874      **Version:** 1      **Name:** Council reps for organizations  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 1/8/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider appointing representatives to selected agencies.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider appointing representatives to selected agencies.

**Background Information:**

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

**Agency:**

- RAMS (1 + alternate)
- WMMPB (2)
- City/County (2)
- Gas Board (1)
- Fire Relief Assoc. (1 + City Staff)
- CGMC (1)
- LMC (1)
- ARDC (1)

**Staff Recommendation:**

Appoint representatives to selected agencies.

**Requested City Council Action**

Make a motion to appoint Council representatives and staff to selected agencies for 2020 calendar year.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-0840      **Version:** 1      **Name:** Council minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 12/27/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approving Council minutes for Monday, December 16, 2019 Worksession & Regular meetings and December 31, 2019 Special Meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [December 16, 2019 Worksession](#)  
[December 16, 2019 Regular Meeting](#)  
[December 31, 2019 Special Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, December 16, 2019 Worksession & Regular meetings and December 31, 2019 Special Meeting.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

---

Monday, December 16, 2019

4:00 PM

Conference Room 2A

---

**CALL TO ORDER:** Pursuant to due notice and call thereof a **Special Meeting/Worksession of the Grand Rapids City Council** was held on **December 16, 2019 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

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

**Staff present:**

*Tom Pagel, Chad Sterle, Rob Mattei, Barb Baird  
Members of the Grand Rapids and Itasca County Housing and Redevelopment  
Authorities present: Pat Casey, Kathleen Blake, Lee Ringdahl, and Barb Sanderson.*

### Discussion Items

1. Presentation of the City of Grand Rapids 2019 Housing Study  
  
*Steve Grisert, Community Partners Research, provides an overview of the housing study conducted on behalf of the Grand Rapids and Itasca County HRAs, highlighting areas of demographics, assisted housing, market value, rental housing, tax credit, senior citizen housing and employment.*  
  
**Received and Filed**
2. Review 5:00 PM Regular Meeting  
  
*No changes or additions are noted.*

### ADJOURN

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

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

---

Monday, December 16, 2019

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 December 16, 2019 at 5:13 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, Chad Sterle, Lynn DeGrio, Barb Baird, Will Richter, Scott Johnson, Rob Mattei, Eric Trast, Travis Cole*

### MEETING PROTOCOL POLICY

### PUBLIC FORUM

*None.*

### COUNCIL REPORTS

*Councilor Connelly gave an overview of Shop with a Hero that took place on Sunday, December 15th. Many community children were able to shop for their families while accompanied by a local hero.*

*Councilor Blake acknowledged the Public Works crew and the excellent work they do in plowing the streets and keeping the roadways clear.*

### APPROVAL OF MINUTES

Consider approving Council minutes for Monday, December 2, 2019 Regular meeting.

**A motion was made by Councilor Connelly, second by Councilor Toven to approve Council minutes as presented. The motion PASSED by unanimous vote.**

### VERIFIED CLAIMS

Consider approving the verified claims for the period November 26, 2019 to

December 9, 2019 in the total amount of \$647,655.22.

**A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, 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 approving a public service and infrastructure permanent easement from Larry Jenkins related to CP 2014-2, 2019 Street Improvements Project.  
**Approved by consent roll call**
2. Consider adopting a resolution establishing 2020 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.  
**Adopted Resolution 19-110 by consent roll call**
3. Consider completion of Introductory Period for Street Superintendent Kevin Koetz.  
**Approved by consent roll call**
4. Consider entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.  
**Approved by consent roll call**
5. Consider approving resolutions adopting the 2019 Tax Levy Payable 2020, 2020 General Fund Budgets, 2020 Special Revenue Budgets and 2020 Enterprise Budgets.  
**Adopted Resolutions 19-111, 19-112, 19-113, 19-114, 19-115, 19-116, 19-117, 19-118, 19-119, 19-120, 19-121, 19-122 and 19-123 by consent roll call**
6. Consider approving theatre license renewal for Mann Theatres Inc. for the period of January 1, 2020 through December 31, 2020, contingent upon receipt of fees and documentation.  
**Approved by consent roll call**
7. Consider approving 2020 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.  
**Approved by consent roll call**
8. Consider approving Memorandum of Understanding between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 - Public Works Union.

**Approved by consent roll call**

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

**Adopted Resolution 19-124 by consent roll call**

10. Consider a wage adjustment for a Civic Center employee.

**Approved by consent roll call**

11. Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.

**Approved by consent roll call**

12. Consider authorizing Community Development Department to solicit quotes and accept low quote for demolition of hazardous structures located at 2408 SW 18th St.

**Approved by consent roll call**

13. Consider adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund.

**Adopted Resolution 19-125 by consent roll call**

14. Consider accepting the resignation of Jeffrey Lyman from the position of Hospital Security Officer.

**Approved by consent roll call**

15. Consider adopting a resolution approving an operating transfer from the Permanent Improvement Revolving Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$25,906.00.

**Adopted Resolution 19-126 by consent roll call**

16. Consider request by the police department to apply and accept a federal grant to purchase bulletproof vests.

**Adopted Resolution 19-127 by consent roll call**

17. Consider approval of Amendment No. 1 to the Contract between the City and SRF Consulting Group, Inc.

**Approved by consent roll call**

18. Consider hiring a Regular Part Time Maintenance employee at the IRA Civic Center.

**Approved by consent roll call**

19. Consider an updated employment agreement with Scott Johnson.

**Approved by consent roll call**

- 20. Consider extending an agreement with Loren Solberg for lobbying services in 2020.

**Approved by consent roll call**

- 21. Consider adopting a resolution accepting the donation of a Canon scanner from CDWG.

**Adopted Resolution 19-128 by consent roll call**

- 22. Consider approving the hiring of a regular part-time employee at the Civic Center / Parks and Recreation Department.

**Approved by consent roll call**

- 23. Consider rehiring of regular part-time employees for the IRA Civic Center and Parks and Recreation Department.

**Approved by consent roll call**

- 24. Consider letter of support for Safe Routes to School grant.

**Approved by consent roll call**

- 25. Consider adopting the Official City of Grand Rapids meeting calendar for 2020.

**Approved by consent roll call**

- 26. Consider hiring Ron Beckers and Alex Mostad as a part-time winter maintenance employees for the Public Works Department.

**Approved by consent roll call**

- 27. Consider approving temporary liquor licenses for Itasca Curling Club for events in 2020.

**Approved by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, 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 Rick Blake, second by Councilor Michelle Toven, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.**

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

28. Review and acknowledge minutes for Boards & Commissions.

*HRA: August 19, September 18, October 16, 2019*

*Human Rights: October 30, 2019*

*Arts & Culture: November 5, 2019*

*GREDA: September 12, September 26, October 10, October 24, 2019*

*PUC: October 16, 2019*

**Acknowledge Boards and Commissions**

#### **FACILITIES MAINTENANCE**

29. Consider approving a hardware and software upgrade to the existing temperature controls at City Hall, Fire Hall and Library.

**A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, to approve temperature control updates at City Hall 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

#### **FIRE DEPARTMENT**

30. Consider authorizing the purchase and installation of emergency lights, siren, and truck accessories for the new 117 utility fire truck.

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approve purchase and installation of emergency accessories for new utility fire truck 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

31. Consider accepting a quote from BG innovations for purchase and installation of a Smart Board to replace outdated equipment in Fire Hall meeting room.

**A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, accepting quote and approving purchase and installation of Smart Board for Fire Hall meeting room as requested. The motion carried by the following vote.**

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

37. Consider adoption of the Art Placement Plan.

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, adopting the Art Placement Plan as presented. The motion PASSED by unanimous vote.**

**PUBLIC HEARINGS**

*Recessed regular meeting for public hearing at 5:35 pm*

32. Conduct a public hearing to consider the establishment of Tax Increment Financing District 1-12

*Mayor Adams stated the reason for the public hearing. Clerk Gibeau notes that all required notices have been made; no correspondence was received by the Clerk's office.*

*Rob provides background information for proposed project.*

**A motion was made by Councilor Dale Christy, second by Councilor Michelle Toven, to open the public hearing. The motion PASSED by unanimous vote.**

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

**A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to close the public hearing. The motion PASSED by unanimous vote.**

**COMMUNITY DEVELOPMENT**

*Reconvene at 5:54 pm*

33. Consider a resolution approving a modification to the Development Program for Municipal Development District No. 1 and the establishment of Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids and Tax Increment Financing Plan for the TIF District.

**A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, to adopt Resolution 19-129, approving modification of DPMD District #1 and establishing TIF District 1-12 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

34. Consider adopting a resolution determining sufficiency of petition and ordering improvements pursuant to petition by 100% of the owners of affected property.

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, adopting Resolution 19-130, determining sufficiency of petition and ordering improvements 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

35. Consider adopting a resolution approving a Contract for Private Development and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its Tax Increment Revenue Note, in the maximum aggregate principal amount of \$1,751,833.

**A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, adopting Resolution 19-131, approving contract for private development 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

36. Consider adopting a resolution approving a First Amendment to a Preliminary Development Agreement between the City of Grand Rapids, the Grand Rapids Economic Development Authority and Unique Opportunities, LLC.

**A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, adopting Resolution 19-132, approving First Amendment to Preliminary Development Agreement with Unique Opportunities LLC. The motion carried by the following vote.**

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

#### **ADMINISTRATION DEPARTMENT**

38. Consider adopting the amended job description and classification for Fire Chief.

**A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, adopting amended job description and classification of Fire Chief position to full-time. The motion carried by the following vote.**

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

39. Consider a motion approving a resolution requesting authorization from the State to impose a local sales and use tax in the City of Grand Rapids to be used to fund needed improvements at the IRA Civic Center.

**A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, adopting Resolution 19-133, to request authorization from State to impose a local sales and use tax in the City of Grand Rapids for IRA Civic Center improvements. 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 Rick Blake, second by Councilor Tasha Connelly, to adjourn the meeting at 6:15 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Tuesday, December 31, 2019

8:00 AM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Tuesday, December 31, 2019 at 8:00 a.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Rick Blake  
Councilor Michelle Toven

**Absent** 1 - Councilor Tasha Connelly

Consider approval of a payment of \$97,940.00 to Itasca County Abstract for the purchase of land from the Blandin Foundation pursuant to the Purchase Agreement dated October 28, 2019.

*Mr. Mattei provided background information on purchase agreement, noting that the closing will take place at 11:00 am.*

**A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, approving payment of \$97,940.00 to Itasca County Abstract as presented. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Rick Blake  
Councilor Michelle Toven

### ADJOURNMENT

**A motion was made by Councilor Dale Christy, second by Councilor Michelle Toven, to adjourn the meeting at 8:03 am. The motion PASSED by unanimous vote.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-0876      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 1/9/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approving the verified claims for the period December 10, 2019 to January 6, 2020 in the total amount of \$2,151,631.14, of which \$1,000,000 are investments.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Council Bill List 01-13-20.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period December 10, 2019 to January 6, 2020 in the total amount of \$2,151,631.14, of which \$1,000,000 are investments.

**Requested City Council Action**

Make a motion approving the verified claims for the period December 10, 2019 to January 6, 2020 in the total amount of \$2,151,631.14, of which \$1,000,000 are investments.

DATE: 01/08/1920  
 TIME: 15:32:58  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/13/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1201600	CITY OF LAPRAIRIE	1,062.55
1309256	MN MANAGEMENT & BUDGET	2,720.00
T001265	MICHAEL MURPHY	41,979.37
	TOTAL	45,761.92
CITY WIDE		
0201429	BAKER & TAYLOR ENTERTAINMENT	954.89
0300200	CDW GOVERNMENT INC	488.93
0801661	HARRIS	22,453.75
0920060	ITASCA COUNTY TREASURER	1,545.00
1900650	SRF CONSULTING GROUP INC	5,280.69
1920240	CHAD B STERLE	1,071.25
2209705	VISIT GRAND RAPIDS INC	1,000.00
T001264	LEA FRIESEN	302.40
	TOTAL CITY WIDE	33,096.91
ADMINISTRATION		
0102660	ABRAMS & SCHMIDT LLC	360.00
0718060	GRAND RAPIDS HERALD REVIEW	1,834.50
0920065	ITASCA ECONOMIC DEVELOPMENT	5,000.00
2305347	WEISGUY IMAGES, LLC	500.00
	TOTAL ADMINISTRATION	7,694.50
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	101.20
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	568.19
0221650	BURGGRAF'S ACE HARDWARE	65.97
0300220	CE CONTRACT	722.34
0315455	COLE HARDWARE INC	216.85
0514200	ESC SYSTEMS SOUND & LIFE SAFE	678.00
0701650	GARTNER REFRIGERATION CO	30,490.80
1901535	SANDSTROM'S INC	193.86
2018680	TRU NORTH ELECTRIC LLC	360.00
	TOTAL BUILDING MAINTENANCE-CITY HALL	33,397.21
COMMUNITY DEVELOPMENT		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/13/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	253.00
2201650	VAR RESOURCES, INC.	199.96
	TOTAL COMMUNITY DEVELOPMENT	452.96
COUNCIL/COMMISSION/BOARDS		
0315105	COALITION OF GREATER MN CITIES	19,267.00
1205090	LEAGUE OF MINNESOTA CITIES	10,970.00
1801500	RAMS	950.00
	TOTAL COUNCIL/COMMISSION/BOARDS	31,187.00
ENGINEERING		
1621125	PUBLIC UTILITIES COMMISSION	121.43
	TOTAL ENGINEERING	121.43
FINANCE		
0801661	HARRIS	2,342.88
	TOTAL FINANCE	2,342.88
FIRE		
0401804	DAVIS OIL INC	132.17
0513231	EMERGENCY APPARATUS	516.19
0513235	EMERGENCY RESPONSE SOLUTIONS	16.17
0601346	FAIRVIEW HEALTH SERVICES	142.00
0701650	GARTNER REFRIGERATION CO	923.00
0717995	GRAND FORKS FIRE EQUIPMENT LLC	5,245.00
1309336	MN STATE FIRE DEPT ASSOCIATION	450.00
1801550	RAPID GARAGE DOOR COMPANY INC	129.00
	TOTAL FIRE	7,553.53
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	974.13
0500050	E3 CONSULTING SERVICES	961.50
0920060	ITASCA COUNTY TREASURER	1,591.35
1915248	SHI INTERNATIONAL CORP	1,278.00
	TOTAL INFORMATION TECHNOLOGY	4,804.98



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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/13/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	498.74
0104799	ADVANCED SERVICES INC	375.00
0121721	AUTO VALUE - GRAND RAPIDS	223.64
0221650	BURGGRAF'S ACE HARDWARE	90.50
0301655	CARGILL INCORPORATED	5,142.72
0301685	CARQUEST AUTO PARTS	709.43
0315455	COLE HARDWARE INC	262.59
0315501	COMPASS MINERALS AMERICA, INC.	4,091.07
0401804	DAVIS OIL INC	2,714.45
0501650	EARL F ANDERSEN	241.85
0518366	ERICKSON'S ITASCA LUMBER INC	91.20
0601690	FASTENAL COMPANY	724.47
1105444	KELLER FENCE COMPANY	3,675.63
1200500	L&M SUPPLY	108.86
1303039	MCCOY CONSTRUCTION & FORESTRY	763.02
1309332	MN STATE RETIREMENT SYSTEM	1,442.31
1415030	NAPA SUPPLY OF GRAND RAPIDS	148.72
1415484	NORTHERN LIGHTS TRUCK	4,337.42
1415535	NORTHLAND MACHINES	130.10
1415536	NORTHLAND HYDRAULICS SERVICE	820.00
1421155	NUCH'S IN THE CORNER	132.00
1612045	PLAGEMANNS LANDSCAPING INC	394.00
1615427	POKEGAMA LAWN AND SPORT	1,031.46
1621125	PUBLIC UTILITIES COMMISSION	8,974.25
1801899	RAYS SPORT & CYCLE	2,602.46
2000522	TNT AGGREGATES, LLC	232.50
2209421	VIKING ELECTRIC SUPPLY INC	665.88
2609350	ZIEGLER INC	705.00
	TOTAL PUBLIC WORKS	41,329.27
FLEET MAINTENANCE		
0221650	BURGGRAF'S ACE HARDWARE	39.98
0301685	CARQUEST AUTO PARTS	134.07
0904227	IDENTIFIX INC	1,428.00
1201850	LAWSON PRODUCTS INC	1,062.48
1421155	NUCH'S IN THE CORNER	54.01
1621125	PUBLIC UTILITIES COMMISSION	17.30
1801615	RAPIDS WELDING SUPPLY INC	86.49
	TOTAL FLEET MAINTENANCE	2,822.33
POLICE		
0103325	ACHESON TIRE INC	542.44

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/13/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
POLICE		
0113215	AMERICAN BLAST SYSTEMS inc	3,042.00
0205725	BETZ EXTINGUISHER COMPANY	74.00
0301685	CARQUEST AUTO PARTS	161.00
0519700	ESSENTIA HEALTH	926.00
0601346	FAIRVIEW HEALTH SERVICES	609.00
0601680	FASHION TO FIT	10.00
0717990	GRAND AUTO SPA LLC	33.00
1200500	L&M SUPPLY	34.99
1201434	LAKE WOODS CHRYSLER	444.40
1305060	MEDS-1 AMBULANCE SERVICE INC	500.00
1309032	MID STATES ORGANIZED CRIME	150.00
1309149	MN CHIEFS OF POLICE ASSOC	1,284.00
1920233	STREICHER'S INC	424.80
1920240	CHAD B STERLE	155.00
1925500	SYMBOL ARTS, LLC	135.00
	TOTAL POLICE	8,525.63
RECREATION		
0920068	ITASCA DRIFTSKIPPERS	2,500.00
	TOTAL RECREATION	2,500.00
CENTRAL SCHOOL		
0113233	AMERIPRIDE SERVICES INC	53.32
0218745	ASHLEY BRUBAKER	443.07
0221650	BURGGRAF'S ACE HARDWARE	15.36
0315455	COLE HARDWARE INC	44.58
0605652	FERGUSON WOLSELEY IND GROUP	133.63
0701650	GARTNER REFRIGERATION CO	4,027.00
1401650	NARDINI FIRE EQUIPMENT CO INC	225.00
1605665	PERSONNEL DYNAMICS LLC	380.88
1901535	SANDSTROM'S INC	116.98
2018680	TRU NORTH ELECTRIC LLC	420.00
	TOTAL	5,859.82
AIRPORT		
0301685	CARQUEST AUTO PARTS	398.98
0315455	COLE HARDWARE INC	14.99
0401420	DAKOTA FLUID POWER, INC	256.70

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INVOICES DUE ON/BEFORE 01/13/2020

VENDOR #	NAME	AMOUNT DUE
-----		
AIRPORT		
0504825	EDWARDS OIL INC	2,426.18
1309159	MINNESOTA COUNCIL OF AIRPORTS	150.00
TOTAL		3,246.85
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE SERVICES INC	187.34
0118230	ARENA WAREHOUSE, LLC	307.46
0205153	BECKER ARENA PRODUCTS INC	377.20
0221650	BURGGRAF'S ACE HARDWARE	18.99
0312109	CLAFTON SALES - CLAFTON SKATE	270.00
0501656	EARTHGRAINS COMPANY INC, THE	187.82
0701650	GARTNER REFRIGERATION CO	6,410.66
0718060	GRAND RAPIDS HERALD REVIEW	360.00
1201430	LAKE SUPERIOR CUTTING EDGE LLC	140.00
1309090	SUPERONE FOODS NORTH	60.57
1421155	NUCH'S IN THE CORNER	38.68
1605611	PEPSI BEVERAGES COMPANY	4,053.78
1901535	SANDSTROM'S INC	5,477.17
2000522	TNT AGGREGATES, LLC	7,064.00
2116600	UPPER LAKE FOODS INC	2,021.04
2209421	VIKING ELECTRIC SUPPLY INC	140.40
TOTAL GENERAL ADMINISTRATION		27,115.11
STATE HAZ-MAT RESPONSE TEAM		
0513235	EMERGENCY RESPONSE SOLUTIONS	1,791.41
0601690	FASTENAL COMPANY	213.49
TOTAL		2,004.90
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE SERVICES INC	30.00
TOTAL		30.00
GENERAL CAPITAL IMPRV PROJECTS		
T001429	MATURI PROPERTIES LLC	57,800.00

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INVOICES DUE ON/BEFORE 01/13/2020

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL CAPITAL IMPRV PROJECTS		
	TOTAL	57,800.00
2010-5 MS RIVER PD BRIDGE		
0218115	BRAUN INTERTEC CORPORATION	1,000.00
	TOTAL 2010-5 MS RIVER PD BRIDGE	1,000.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
1201434	LAKE WOODS CHRYSLER	506.20
	TOTAL CAPITAL OUTLAY-FIRE DEPT	506.20
CAPITAL OUTLAY-PUBLIC WORKS		
0100046	ASV HOLDINGS INC	45,759.62
	TOTAL CAPITAL OUTLAY-PUBLIC WORKS	45,759.62
AIRPORT CAPITAL IMPRV PROJECTS		
2019 TRK W/SANDING/DEICING EQP		
1303039	MCCOY CONSTRUCTION & FORESTRY	28,288.00
	TOTAL 2019 TRK W/SANDING/DEICING EQP	28,288.00
2018 INFRAST/CPT MNT IMP BONDS		
CAPITAL MAINT IMPRV PLAN		
0514200	ESC SYSTEMS SOUND & LIFE SAFE	781.44
	TOTAL CAPITAL MAINT IMPRV PLAN	781.44
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
1920240	CHAD B STERLE	1,123.75
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	1,123.75
STORM WATER UTILITY		

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INVOICES DUE ON/BEFORE 01/13/2020

VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	49.38
0301705	CASPER CONSTRUCTION INC	330.00
0315455	COLE HARDWARE INC	56.78
0401804	DAVIS OIL INC	4,136.56
0405244	DEER RIVER TRUCKING	742.50
1415030	NAPA SUPPLY OF GRAND RAPIDS	184.05
1621125	PUBLIC UTILITIES COMMISSION	7,627.80
2009725	TITAN MACHINERY INC	110.53
	TOTAL	13,237.60
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$408,343.84
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,662.73
0113216	AMERICAN BANK	1,000,000.00
0114210	D. ANDERSON - CHANGE FUND	8,640.00
0114211	D. ANDERSON-PETTY CASH FUND	10.91
0201354	B. BAIRD-PETTY CASH FUND	23.70
0305530	CENTURYLINK QC	316.75
0315541	TASHA CONNELLY	63.80
0315543	CONSTELLATION NEWENERGY -GAS	4,147.27
0405305	LYNN DEGRIO	120.64
0405310	DOMINIC DEGUISEPPI	179.99
0405505	JAMES DENNY	488.60
0605191	FIDELITY SECURITY LIFE INS CO	71.22
0718015	GRAND RAPIDS CITY PAYROLL	534,485.31
0718070	GRAND RAPIDS STATE BANK	122.04
0718229	GREENWAY JOINT RECREATION ASSC	188.50
0801820	HAWK CONSTRUCTION INC	10,000.00
0815440	HOLIDAY STATIONSTORES LLC	220.03
0900060	ICTV	75.00
0920055	ITASCA COUNTY RECORDER	250.00
1015342	SCOTT JOHNSON	662.80
1201402	LAKE COUNTRY POWER	39.11
1205090	LEAGUE OF MINNESOTA CITIES	275.00
1209516	LINCOLN NATIONAL LIFE	1,453.78
1301146	MARCO TECHNOLOGIES, LLC	1,941.11
1305046	MEDIACOM LLC	158.95
1309098	MINNESOTA MN IT SERVICES	439.88
1309193	MN FIRE SERV CERTIFICATION BRD	820.00
1309199	MINNESOTA ENERGY RESOURCES	3,275.02
1309332	MN STATE RETIREMENT SYSTEM	6,710.65
1309335	MINNESOTA REVENUE	2,261.91
1309345	MN BOARD OF FIREFIGHTER	200.00
1405850	NEXTERA COMMUNICATIONS LLC	431.26

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 01/13/2020

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
1516220	OPERATING ENGINEERS LOCAL #49	103,908.00
1601305	THOMAS J. PAGEL	939.34
1601750	PAUL BUNYAN COMMUNICATIONS	275.62
1621125	PUBLIC UTILITIES COMMISSION	5,719.50
1621130	P.U.C.	37,737.63
1801503	MICHAEL RANDALL	250.00
1903321	STEVEN SCHAAR	50.00
1915523	SETH SONDROL	250.00
1920231	ROBERT STEIN	1,385.76
2000490	TDS Metrocom	710.85
2100265	U.S. BANK	500.00
2114750	UNUM LIFE INSURANCE CO OF AMER	260.76
2205637	VERIZON WIRELESS	29.18
2209665	VISA	4,107.26
2301700	WM CORPORATE SERVICES, INC	1,843.60
2305300	MATTHEW WEGWERTH	255.78
2305447	WELLS FARGO BANK NA	525.00
2305825	WEX INC	803.06
T001151	ENBRIDGE ENERGY	2,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$1,743,287.30
TOTAL ALL DEPARTMENTS		2,151,631.14



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0770      **Version:** 1      **Name:** 2020 Harris Computer Agreements  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/3/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approving computer software agreements for 2020 with Harris Computer Systems for \$24,796.63.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

Consider approving computer software agreements for 2020 with Harris Computer Systems for \$24,796.63.

**Background Information:**

The City of Grand Rapids has had a software maintenance agreement with Harris Computer Systems (formerly Municipal Software Inc. MSI) since 1991 for accounting and time tracking software support. The amount of the agreements for 2020 total \$24,796.63. This includes the general software maintenance, TimeClock Plus for payroll and hosting the Employee Services Portal for payroll.

This amount includes a small increase for the significant renovation to the MSI platform. The next-generation version of the MSI product will combine features with modern usability functions. In addition, the updated platform will allow Harris to make future improvements and advancements quickly and consistently.

**Staff Recommendation:**

Staff recommends approving computer software agreements for 2020 with Harris Computer Systems for \$24,796.63.

**Requested City Council Action**

Make a motion approving computer software agreements for 2020 with Harris Computer Systems for \$24,796.63.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0827      **Version:** 1      **Name:** Arts & Culture 2019 Operating Transfer  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/16/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider adopting a resolution approving an operating transfer form the Capital Project Fund-2019 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [\\$42,439 operating transfer from 480to418-Art&Cult](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving an operating transfer form the Capital Project Fund-2019 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.

### **Background Information:**

The Arts & Culture road map (GRMN Creates) was developed by the Arts & Culture Commission and was adopted into the City's Comprehensive Plan in the spring of 2015. At the September 11, 2017 City Council meeting, the Council approved the Art Adoption and Acquisition Policy. The policy states that the CIty Council will fund public art by earmarking 1.5% of funding from public works programs.

The CP2014-2 Feasibility Report included the Arts & Culture funding at \$42,439 as part of the project costs and financing.

### **Staff Recommendation:**

Staff recommends adopting a resolution approving an operating transfer form the Capital Project Fund-2019 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects in the amount of \$42,439, as of December 31, 2019

### **Requested City Council Action**

Make a motion adopting a resolution approving an operating transfer form the Capital Project Fund-2019 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects in the amount of \$42,439, as of December 31, 2019.



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

RESOLUTION NO. 20-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-2019 INFRASTRUCTURE BONDS TO THE CAPITAL PROJECT FUND-GRAND RAPIDS ARTS & CULTURE PROJECTS IN THE AMOUNT OF \$42,439

WHEREAS, the arts and culture roadmap (GRMN Creates) was developed by the Arts and Culture Commission and was adopted into the City's Comprehensive Plan in the spring of 2015, and

WHEREAS, at the September 11, 2017 City Council meeting, the Council approved the Art Adoption and Acquisition Policy, and

WHEREAS, the policy states that the City of Grand Rapids will fund public art by earmarking 1.5% of funding for public works programs, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-2019 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects in the amount of \$42,439, as of December 31, 2019.

Adopted this 13<sup>th</sup> day of January, 2020.

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Dale Adams, Mayor

Attest:

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Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0828      **Version:** 1      **Name:** 2019 Internal Loan Transfer to 407-\$31,611  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/17/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider adopting a resolution approving a loan to the Capital Equipment Replacement Fund in the amount of \$31,611.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [res-\\$31,611 internal loan from 101 to 407](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving a loan to the Capital Equipment Replacement Fund in the amount of \$31,611.00.

**Background Information:**

Part of the 2019 Capital Equipment Plan was to fund a pickup for Public Works with an internal loan from the General Fund to the Capital Equipment Replacement Fund. We are requesting Council approval of an internal loan from the General Fund to the Capital Equipment Replacement Fund in the amount of \$31,611. The outstanding balance on the internal loan amount will be \$879,710 if the Council approves the internal loan.

**Staff Recommendation:**

Staff recommends making a motion adopting a resolution approving a loan to the Capital Equipment Replacement Fund in the amount of \$31,611 for a term of five years with an interest rate for 2020 of .50% and adjusting the annual interest rate by adding .25% to the City's previous year's average interest rate on investments as of December 31, 2019.

**Requested City Council Action**

Make a motion adopting a resolution approving a loan to the Capital Equipment Replacement Fund in the amount of \$31,611 for a term of five years with an interest rate for 2020 of .50% and adjusting the annual interest rate by adding .25% to the City's previous year's average interest rate on investments as of December 31, 2019.

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

RESOLUTION NO. 20-  
A RESOLUTION APPROVING A LOAN TO THE CAPITAL EQUIPMENT  
REPLACEMENT FUND FROM THE GENERAL FUND IN THE AMOUNT OF \$31,611  
FOR A TERM OF FIVE YEARS AT AN INTEREST RATE OF .50% FOR 2020 AND  
ADJUSTING THE ANNUAL INTEREST RATE BY ADDING .25% TO THE CITY'S  
PREVIOUS YEAR'S AVERAGE INTEREST RATE ON INVESTMENTS

WHEREAS, part of the 2019 Capital Equipment Plan was to fund one major purchase with an internal loan from the General Fund to the Capital Equipment Replacement Fund, and

WHEREAS, the item purchased was a pickup for the Public Works/Engineering Department, and

WHEREAS, the total amount of the purchase was \$31,611,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves an internal loan from the General Fund to the Capital Equipment Replacement Fund in the amount of \$31,611 for a term of five years at an interest rate of .50% for 2020 and adjusting the annual interest rate by adding .25% to the City's previous year's average interest rate on investments as of December 31, 2019.

Adopted this 13<sup>th</sup> day of January 2020

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

Attest:

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

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0830      **Version:** 1      **Name:** Reappointment of Will Richter to the position of Firefighter.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/18/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider reappointment of Will Richter to the position of Firefighter.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider reappointment of Will Richter to the position of Firefighter.

**Background Information:**

Will Richter was hired as a Firefighter Trainee on June 23, 2014. On March 3, 2015, Will was promoted to from the Trainee designation to Firefighter. Due to personal reasons, Will resigned effective December 31, 2017. He is now in a position where he can return to firefighting and will be a tremendous asset as he will be available for daytime response, which is difficult for many of the existing firefighters.

**Staff Recommendation:**

City Administrator Tom Pagel, Fire Chief Travis Cole, and Director of Human Resources Lynn DeGrio are recommending the reappointment of Will Richter to the position of Firefighter retroactive to January 1, 2020.

**Requested City Council Action**

Make a motion to reappoint Will Richter to the position of Firefighter effective January 1, 2020.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0832      **Version:** 1      **Name:** Consider adopting a resolution accepting a donation of \$100.00 from Morris & Sherry Beighley of Cohasset to the Police Department.

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

**File created:** 12/19/2019      **In control:** City Council

**On agenda:** 1/13/2020      **Final action:**

**Title:** Consider adopting a resolution accepting a donation of \$100.00 from Morris & Sherry Beighley of Cohasset to the Police Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PD Beighley Pub Sfty Ed](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a donation of \$100.00 from Morris & Sherry Beighley of Cohasset to the Police Department.

**Background Information:**

Morris Beighley stopped by the Police Department and wanted to donate \$100.00 to the Grand Rapids Police Department, he wanted us to spend the money on whatever we may need. He thanked us for our devoted service and wished us all well.

**Requested City Council Action**

Make a motion adopting a resolution to accept a donation of \$100.00 from Morris & Sherry Beighley of Cohasset to the Police Department.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING \$100 DONATION FROM MORRIS & SHERRY  
BEIGHLEY FOR THE GRAND RAPIDS POLICE DEPARTMENT'S PUBLIC SAFETY  
EDUCATION FUND

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:

- Morris & Sherry Beighley have donated \$100.00 to the Grand Rapids Police Department's Public Safety Education Fund.

Adopted this 13<sup>th</sup> day of January 2020

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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 #:** 19-0836      **Version:** 1      **Name:** CP 2014-2 2019 Improvements 2nd Ave - Bid Award  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/23/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider a resolution awarding a contract for CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CP 2014-2 Award Resolution](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution awarding a contract for CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.

**Background Information:**

On Wednesday, December 4, 2019 at 10:00 am, bids were opened publicly and read aloud. The following bids were received:

Bidder	Base Bid
Engineer Estimate	\$2,393,232.15
Casper Construction	\$2,188,000.00
TNT Aggregates, LLC	\$2,198,000.00
Bougalis & Sons	\$2,641,370.15
Utility Systems of America	\$2,680,384.65
Gladen Construction Inc.	\$3,161,788.65

The 2019 Street Improvements project was originally bid in the spring of 2019 but bids came in higher than anticipated. Due to the higher costs, the project was not awarded and council authorized the review and rebidding of the project in the fall of 2019. Engineering reviewed the project and eliminated several streets from the original bid in order to bring costs into budget. The project was revised to only include 2nd Avenue NE, from 6th Street NE to 9th Street NE, 9th Street NE, from 1st Avenue NE to 2nd Avenue NE and 7th Street NE, from 1st Avenue NE to 2nd Avenue NE. The referenced bids reflect the project change.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer, recommends adopting a resolution awarding a contract for CP 2014-2, 2019 Street Improvements - 2nd Avenue NE, to Casper Construction in the amount of \$2,188,000.00

**Requested City Council Action**

A motion adopting a resolution awarding a contract for CP 2014-2, 2019 Street Improvements - 2nd Avenue NE, to Casper Construction in the amount of \$2,188,000.00







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0838      **Version:** 1      **Name:** Consider adopting a resolution accepting \$800.00 in donations for the 2020 Shop with a Hero Event  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/26/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider adopting a resolution accepting \$800.00 in donations for the 2020 Shop with a Hero Event  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [PD Hero Shop Res](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting \$800.00 in donations for the 2020 Shop with a Hero Event

### **Background Information:**

The Grand Rapids Police Department conducted its eighth annual Shop with a Hero Event on Sunday, December 15, 2019 at the Grand Rapids Wal-Mart store. We had four additional monetary donations come in afterwards which will be used for the 2020 Shop with a Hero Event. The Police Department received donations from the Coleraine Hook and Ladder Club (\$100.00), Philip Windorski Jr. Memorial Foundation (\$100.00), City of Keewatin (\$100.00) and Legion # 452 (\$500.00).

### **Requested City Council Action**

Make a motion adopting a resolution accepting \$800.00 in donations for the 2020 Shop with a Hero Event.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$100.00 DONATION FROM PENGILLY BOOSTER CLUB, \$100 DONATION FROM PHILIP WINDORSKI JR MEMORIAL FOUNDATION, \$500 FROM LEGION NO.452 GAMBLING FUND and A \$100 FROM TROUT LAKE HOOK & LADDER CLUB FOR THE GRAND RAPIDS' POLICE DEPARTMENT FUTURE ANNUAL SHOP WITH A HERO EVENT

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:

- Pengilly Booster Club has donated \$100, Philip Windorski Jr Memorial Foundation has donated \$100, Legion No. 452 Gambling Fund has donated \$500 and Trout Lake Hook & Ladder Club has \$100 to the Grand Rapids Police Department for a future Annual Shop with a Hero Event.

Adopted this 13<sup>th</sup> day of January, 2020

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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 #:** 20-0842      **Version:** 1      **Name:** Operating Transfer-Ped Bridge Fund 431 to 401  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/31/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider adopting a resolution approving an operating transfer from the Capital Project Fund-7th Avenue Bridge Rehabilitation to the Capital Project Fund-General Capital Improvements.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [\\$155,652 operating transfer from 431to401-Ped Bridge](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving an operating transfer from the Capital Project Fund-7th Avenue Bridge Rehabilitation to the Capital Project Fund-General Capital Improvements.

**Background Information:**

The City Council was awarded \$750,000 by the State Legislature which finalized the funding package for CP2010-5, Mississippi Pedestrian Bridge. The proposed \$1,800,000 project will be funded with the following sources:

GO Bond Funds-\$750,000

Federal Transportation Enhancement (TE) Funds-\$653,000

Local Funds-\$407,616

At the June 12, 2017 City Council meeting, the Council approved a contract for design and construction engineering services with SEH, Inc. On July 2, 2018 the City Council approved entering into an agreement by resolution with the State of Minnesota for CP2010-5, Mississippi River Pedestrian Bridge. The project is finished and this will be the final transfer of local funds for CP2010-5.

**Staff Recommendation:**

Staff recommends adopting a resolution approving an operating transfer from the Capital Project Fund-7th Avenue Bridge Rehabilitation (431) to the Capital Project Fund-General Capital Improvements (401) in the amount of \$155,652.24, and close fund as of December 31, 2019.

**Requested City Council Action**

Make a motion adopting a resolution approving an operating transfer from the Capital Project Fund-7th Avenue Bridge Rehabilitation (431) to the Capital Project Fund-General Capital Improvements (401) in the amount of \$155,652.24, and close fund as of December 31, 2019.

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

RESOLUTION NO. 20-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND- 7<sup>TH</sup> AVE BRIDGE REHABILITATION TO THE CAPITAL PROJECT FUND-GENERAL CAPITAL IMPROVEMENTS IN THE AMOUNT OF \$155,652.24 AND CLOSE FUND AS OF DECEMBER 31, 2019

WHEREAS, the City Council was awarded \$750,000 by the State Legislature which finalized the funding package for CP 2010-5, Mississippi River Pedestrian Bridge and

WHEREAS, at the June 12, 2017 City Council meeting, the Council approved a contract for design and construction engineering services with SEH, Inc., and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund- 7<sup>th</sup> Ave Bridge Rehabilitation (431) to the Capital Project Fund-General Capital Improvements (401) in the amount of \$155,652.24, and close fund (431) as of December 31, 2019.

Adopted this 13<sup>th</sup> day of January 2020.

155,652.214

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

Attest:

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

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0844      **Version:** 1      **Name:** Donate GPS Equipment to GRHS  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/2/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider donating GPS equipment to the Grand Rapids High School - Natural Resources Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider donating GPS equipment to the Grand Rapids High School - Natural Resources Department.

**Background Information:**

The Engineering Department purchased this equipment in 2009 to locate via GPS assets such as signs, stormwater structures and light poles. The equipment is now old technology and is no longer used by the department. The Grand Rapids High School Natural Resources department has a use for this equipment in their Forestry/GIS curriculum. The following is a list of the equipment to be donated:

- 1-Geo XH 2005
- 1-Geo XH 2008
- 1-Zephyr Antenna Model 2
- 1-Zephyr Antenna Model 1
- 2- Carbon Fiber Holder Rod
- 1-GPS Backpack with 12 inch Carbon Fiber Rod Cables
- 2- GPS Holder Mounts

**Staff Recommendation:**

City staff recommends donating GPS equipment to the Grand Rapids High School - Natural Resources Department.

**Requested City Council Action**

Make a motion approving the donation of GPS equipment to the Grand Rapids High School - Natural Resources Department.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0845      **Version:** 1      **Name:** CP 2015-3 Accept IRRR Trail Grant  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/2/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider the adoption of a resolution accepting a \$250,000.00 IRRR Regional Trails Grant for CP 2015-3, Highway 2 West Trail.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [1-13-20 Resolution Accepting \\$250K IRRR Grant](#)  
[IRRR Grant Agreement](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution accepting a \$250,000.00 IRRR Regional Trails Grant for CP 2015-3, Highway 2 West Trail.

**Background Information:**

In September of 2019 an application was made to the IRRR for .68 miles of paved trail along Trunk Hwy 2 for CP 2015-3, Highway 2 West Trail. At their December 2019 meeting they awarded \$250,000.00 for this project.

**Staff Recommendation:**

City Staff recommends making a motion to adopt a resolution accepting a \$250,000.00 IRRR Regional Trails Grant for CP 2015-3, Highway 2 West Trail 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 \$250,000.00 IRRRB Regional Trails Grant for for CP 2015-3, Highway 2 West Trail and authorize the Mayor and City Clerk to execute the grant agreement.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$250,000 GRANT FROM THE IRON RANGE RESOURCES AND REHABILITATION (IRRR) FOR CP 2015-3, HIGHWAY 2 WEST TRAIL.

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 \$250,000 grant from the Iron Range Resources and Rehabilitation (IRRR) for CP 2015-3, Highway 2 West Trail and furthermore authorizes the Mayor to execute the associated grant agreement.

Adopted this 13<sup>th</sup> day of January 2020.

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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.

**STATE OF MINNESOTA  
GRANT CONTRACT**

<b>PO ID</b> 3000007620	<b>PO Date</b> December 26, 2019		<b>Fiscal Year</b> 2020	<b>Grant Award</b> \$250,000.00
<b>Vendor ID</b> 0000195352	<b>Fund</b> 2380	<b>Fin Dept ID</b> B4336400	<b>Approp ID</b> B43N6AS	<b>Account</b> 441352

This grant contract is between the State of Minnesota, acting through the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

## **Recitals**

1. Under and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 20-016 the State is empowered to enter into this grant.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## **Grant Contract**

### **1 Term of Grant Contract**

#### **1.1 Effective date:**

January 2, 2020, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

#### **1.2 Expiration date:**

December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### **1.3 Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

### **2 Grantee's Duties**

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required



grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a) (1).

### **3 Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### **4 Consideration and Payment**

#### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### **(a) Compensation**

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

##### **(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

##### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$250,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

#### **4.2 Payment**

##### **(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

##### **(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

#### **4.3 Contracting and Bidding Requirements**

**(a)** Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(b) For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## **5 Conditions of Payment**

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

## **6 Authorized Representative**

The State's Authorized Representative is Jim Plummer, 1003 Discovery Drive, Chisholm, Minnesota, 55719, (218) 274-7006, jim.plummer@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

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

## **9 State Audits**

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

### **10.2 Intellectual Property Rights**

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

## **11 Workers Compensation**

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

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

### **12.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

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

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **15 Data Disclosure**

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

## **16 Provisions**

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants

of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

**1. STATE ENCUMBRANCE VERIFICATION**

**3. STATE AGENCY**

*Individual certifies that funds have been encumbered as required by Minn. Stat." 16A.15 and 16C.05*

Electronically Approved and Signed  
Signed: Bob Scuffy  
Title: Accounting Director  
Date: December 26, 2019

Electronically Approved and Signed  
By: Mark R Phillips  
Title: Commissioner  
Date: January 2, 2020

**2. GRANTEE**

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

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

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

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

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

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

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

Distribution:

Agency

Grantee

State's Authorized Representative



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0850      **Version:** 1      **Name:** GPZ - 2021 Runway Recon IFE  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/6/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approving a professional services agreement with HDR Engineering for the 2021 Runway Reconstruction Project at the GPZ Airport.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Owner-Engineer Agreement GPZ IFE 010720](#)

Date	Ver.	Action By	Action	Result
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Consider approving a professional services agreement with HDR Engineering for the 2021 Runway Reconstruction Project at the GPZ Airport.

**Background Information:**

FAA requires an Independent Fee Evaluation (IFE) for engineering and planning contracts over \$100,000. Attached is a professional services agreement with HDR Engineering for this evaluation in the amount of \$3,000.00. Funding for this is 90% FAA, 5% State, 5% Local. Within this local share is a 50/50 split with the County. The City's total share of this contract is \$75.00.

**Staff Recommendation:**

Matt Wegwerth, City Engineer, recommends approving a professional services agreement with HDR Engineering for the 2021 Runway Reconstruction Project at the GPZ Airport.

**Requested City Council Action**

A motion approving a professional services agreement with HDR Engineering for the 2021 Runway Reconstruction Project at the GPZ Airport.

**AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between City of Grand Rapids (“OWNER”) with principal offices at 420 North Pokegama Ave, Grand Rapids, MN 55744 and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as (Independent Fee Estimate for the Design and Bidding Services for the Runway 16/34 Reconstruction at the Grand Rapids/Itasca County Airport) (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

- lump sum. The amount of the lump sum is Three Thousand Dollars (\$3,000.00)

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

described in Exhibit A within a reasonable period of time.

within the time period(s) described in Exhibit A.

as follows: Work shall be completed on or before January 27, 2020



**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
"OWNER"

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.

"ENGINEER"

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

NAME: Jason Kjenstad

TITLE: Vice President

ADDRESS: 6300 S. Old Village Place  
Sioux Falls, SD 57108

## **EXHIBIT A**

### **SCOPE OF SERVICES**

HDR will complete an Independent Fee Estimate (IFE) on the Design and Bidding Services for the Runway 16/34 Reconstruction at the Grand Rapids/Itasca County Airport. The IFE will be based on the scope of services provided by SEH.

Items not included in the Scope of Services:

- Field Review Visit – We are relying totally on the information provided to us
- Audit – Any services required to coordinate with city, MnDOT or FAA Audit.
- Post Review Report – any services beyond the delivery of the report required to explain differences between the initial cost estimate and the IFE are not included.

The basis of our IFE is the Scope of Services sent from your Engineering consultant and are attached to this agreement. HDR will prepare the IFE and return it to you by January 27, 2020 per your request.

We look forward to working with you on this project. Please contact me at 605.360.9864 or [eric.hanson@hdrinc.com](mailto:eric.hanson@hdrinc.com) with any questions.

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

The standard of performance shall be that of a reasonably prudent professional engineer or architect under similar circumstances. The professional shall exercise the degree of care, skill and diligence that is commonly and customarily exercised by members of the profession under similar circumstances. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties.

## 2. INSURANCE/INDEMNITY

The professional shall maintain and pay for professional liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties.

## 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

The professional shall provide cost estimates based on the information provided by the client. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties.

## 4. CONSTRUCTION PROCEDURES

The professional shall follow the construction procedures set forth in the contract documents. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties.

The professional shall follow the construction procedures set forth in the contract documents. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties.

## 5. CONTROLLING LAW

The terms and conditions of this contract shall be governed by the laws of the State of California.

## 6. SERVICES AND INFORMATION

The professional shall provide the services and information specified in the contract documents. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties.

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## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties.

## 8. RE-USE OF DOCUMENTS

The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties. The professional shall not be held liable for damages or costs incurred by the client as a result of the professional's negligence, active or passive, in the performance of the professional's duties.



\_\_\_\_\_

\_\_\_\_\_

**17. ALLOCATION OF RISK**

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

**18. LITIGATION SUPPORT**

\_\_\_\_\_

**19. NO THIRD PARTY BENEFICIARIES**

\_\_\_\_\_

**20. UTILITY LOCATION**

\_\_\_\_\_

**21. UNMANNED AERIAL SYSTEMS**

\_\_\_\_\_

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

\_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0851      **Version:** 1      **Name:** 2020-22 Cohasset Sexton Services Amendment 4  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/6/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approving Amendment Number Four (4) to the Mutual Aid Agreement for both the City of Grand Rapids' and the City of Cohasset's Public Works Departments for cemetery sexton services for a three year period effective January 1, 2020 through December 31, 2022.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2020-22 Cohasset Sexton Services Amendment 4](#)

Date	Ver.	Action By	Action	Result
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Consider approving Amendment Number Four (4) to the Mutual Aid Agreement for both the City of Grand Rapids' and the City of Cohasset's Public Works Departments for cemetery sexton services for a three year period effective January 1, 2020 through December 31, 2022.

**Background Information:**

On November 10th, 2011, the City of Grand Rapids Public Works Department and the City of Cohasset Public Works Department entered into a Mutual Aid Agreement ("Agreement") for cemetery sexton duties. This Agreement spells out the duties of the part-time Cemetery Sexton Services that the City of Grand Rapids will provide for the City of Cohasset at their Wildwood Cemetery and it's fees for this service. Since it's initial inception of Agreement there were two amendments that have each held a term of three years and the most recent Amendment held a term of two years. Amendment Number Three (3) was effective from January 1, 2018 to December 31, 2019 and has now expired. In it's place, both parties have agreed on a three (3) year term for Agreement Number Four (4) that will be in effect from January 1, 2020 through December 31, 2022. Either party may withdraw from this amendment upon thirty (30) days written notice to the other party of the agreement.

**Staff Recommendation:**

Matt Wegwerth, Public Works Director/City Engineer, recommends approving the continuation of the Mutual Aid Agreement between the two cities with Amendment Four (4).

**Requested City Council Action**

Approve Amendment Number Four (4) to the Mutual Aid Agreement for both the City of Grand Rapids' and the City of Cohasset's Public Works Departments for cemetery sexton services for a three year period effective January 1, 2020 through December 31, 2022.

AMENDMENT NUMBER FOUR (4)  
TO  
THE MUTUAL AID AGREEMENT  
FOR THE CITY OF GRAND RAPIDS' PUBLIC WORKS DEPARTMENT  
AND THE CITY OF COHASSET PUBLIC WORKS DEPARTMENT

THIS AMENDMENT is entered into this 23 day of December, 2020, by the City of Grand Rapids ("Grand Rapids") and the City of Cohasset ("Cohasset"), neighboring municipal corporations organized and existing under the laws of the State of Minnesota.

**PURPOSE**

The City of Cohasset has a need for part-time cemetery sexton services and the City of Grand Rapids has the ability to provide cemetery sexton services. Both parties have previously executed a mutual aid agreement, dated November 10, 2011. On February 21, 2014, both parties agreed to Amendment Number One (1) to provide cemetery sexton services through December 31, 2014. Amendment Number Two (2) replaced the previously expired amendment and was effective January 1, 2015 through December 31, 2017. Amendment Number Three (3) followed and was effective January 1, 2018 through December 31, 2019. Amendment Number Four (4) will replace the recently expired amendment and be effective January 1, 2020 through December 31, 2022.

**SERVICES**

The services shall include but not be limited to the following:

1. Sexton shall be available to the public to identify available cemetery plots for sale.
2. Coordinate disinterments, interments and re-interments.
3. Be responsible for paperwork and communications with funeral homes or families concerned.
4. Process necessary paperwork to transfer titles on plots.
5. Communicate with Cohasset Public Works to schedule burials.
6. Be accessible for day to day cemetery management tasks.

Services not provided:

Grand Rapids shall not be responsible for digging of graves, mowing, trimming and other grounds maintenance.

**FEES**

Fees to provide cemetery sexton services under this amendment shall be as follows:

January 1, 2020 through December 31, 2020	\$53.43 per hour
January 1, 2021 through December 31, 2021	\$55.03 per hour
January 1, 2022 through December 31, 2022	\$56.68 per hour

Fees for services shall be invoiced to the City of Cohasset on a monthly basis. Any unpaid invoice over 30 days of receipt shall earn interest at a rate of 1.5% per month.

**DURATION**

This amendment shall be effective on January 1, 2020 through December 31, 2022. Any party may withdraw from this amendment upon thirty (30) days written notice to the other party or parties to the agreement.



**EXECUTION**

Each party hereto has read, agreed to and executed this Amendment Number Four (4) on the date indicated.

**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Mayor Dale Adams

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

**CITY OF COHASSET**

By: \_\_\_\_\_  
Mayor Greg Nagy

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0862      **Version:** 1      **Name:** CP 2014-2 Approve CO 1  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/7/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approving Change Order 1 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Change Order 1 - 7th Street NE revisions](#)

Date	Ver.	Action By	Action	Result
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Consider approving Change Order 1 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.

**Background Information:**

Change order 1 includes the removal of a roadway section on NE 7th street which will be a trail section, removal of ornamental lighting, railing and concrete steps and the addition of gutter, lighting and striping.

Original Contract = \$2,188,000.00  
Contract Changes = (\$15,452.85)  
Revised Contract = \$2,172,547.15

**Staff Recommendation:**

City Staff recommends approving Change Order 1 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE in the amount of (\$15,452.85).

**Requested City Council Action**

Make a motion approving Change Order 1 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE in the amount of (\$15,452.85).

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

City/County of City of Grand Rapids

Change Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. GRANR 148660	CONTRACT NO. CP 2014-2
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$0.00	

7th Street NE roadway section removed, street will now be a trail section.

Remove Salvage Ornamental Light (EA), Railing (LS), Concrete Steps (EA), and Install Ornamental light (EA) from contract.

Add 8" Concrete Valley Gutter (SY) - \$108/SY, Lighting Unit Type Special 1 (EA) - \$4,262.50, and Pavt Mssg Multi Comp Gr In (SF) - \$55.00 to contract.

All items, units, and prices have been revised in the IRA.

Original Contract = \$2,188,000

Contract Changes (Change Order 1) = (15,452.85)


Revised Contract = \$2,172,547.15

**COST BREAKDOWN**

**There are no items associated with this Change Order.**

\* Funding category is required for federal projects.

<b>CHANGE IN CONTRACT TIME (check one)</b>	
Due to this change the Contract Time:	
a. <input type="checkbox"/> Is Increased by _____ Working Days	b. <input checked="" type="checkbox"/> Is Not Changed
<input type="checkbox"/> Is Decreased by _____ Working Days	
<input type="checkbox"/> Is Increased by _____ Calendar Days	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/> Is Decreased by _____ Calendar Days	

Approved By Project Engineer: Matt Wegwerth	Approved By Contractor: Casper Construction
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>01/13/2020</u> Phone: (218) 326-9637

<b>The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.</b>			
This work is eligible for:	_____ Federal Funding	_____ State Aid Funding	_____ Local funds
District State Aid Engineer: _____	Date: _____		



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0863      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/8/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approval of a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant Program for the Itasca Community College Student Center Project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [ICC Student Center Application Authorization Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant Program for the Itasca Community College Student Center Project.

**Background Information:**

Over the past eight years, the five colleges in of the Northeast Higher Education District have seen a decline in enrollment. The proposed McMahon Student Center project will play a key part in stabilizing and reversing the enrollment trend at ICC.

The student center project involves the reconstruction of approximately 5,000 square feet of existing space in the library and media center as well as the construction of an additional 5,000 square feet near Davies Hall. New amenities will include ping-pong and pool tables, a gaming station, fireplace, coffee shop, a relocated bookstore and an outdoor equipment rental area.

In May of 2019, the ICC Foundation launched a capital campaign for the project, which, to date, has raised over \$4.7 million for the \$5,475,000 project.

Within the total construction budget of \$4,326,000, is an estimated minimum expense of \$211,341 for demolition of an existing connection between buildings and interior wall demolition to facilitate the remodeling and expansion. To fund a portion of this demolition expense, the City of Grand Rapids, on behalf of the project, is requesting \$175,000 Commercial Redevelopment grant.

The project will add one new ICC staff position at a wage of \$15.50-\$20.00/hour with benefits. The project will also provide an estimated 36 temporary construction jobs.

This project is supported by the City of Grand Rapids Comprehensive Plan community service goal of providing educational excellence for all, and specific objectives of: ensuring the provision and maintenance of adequate educational infrastructure and improving opportunities and quality of continuing education.

**Staff Recommendation:**

Adopt a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant Program for the Itasca Community College Student Center Project.

**Requested City Council Action**

Approve a motion adopting a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant Program for the Itasca Community College Student Center Project.

CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. 20-

STATE OF MINNESOTA)  
COUNTY OF ITASCA)  
CITY OF GRAND RAPIDS)

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO THE MN  
DEPT. OF IRRR COMMERCIAL REDEVELOPMENT GRANT PROGRAM FOR THE  
ITASCA COMMUNITY COLLEGE STUDENT CENTER PROJECT**

**WHEREAS THE** Grand Rapids City Council approves of the above application,  
because it supports community and economic development that is consistent with the  
Comprehensive Plan.

**NOW THEREFORE BE IT RESOLVED** that the City Council of Grand Rapids,  
Minnesota does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. \_\_\_\_\_ was declared duly passed and adopted this  
23rd day of January, 2020.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-0869      **Version:** 1      **Name:** Fireworks Contract  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/8/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider entering into an Agreement with Pyrotechnic Display, Inc. to provide fireworks on July 4th, 2020.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids FW contract 2020](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an Agreement with Pyrotechnic Display, Inc. to provide fireworks on July 4th, 2020.

**Background Information:**

After a very successful fireworks display put on by Pyrotechnic Display, Inc. this past July, city staff is recommending entering into an Agreement with them for July 4th of 2020. As stated in the attached Agreement we will pay a sum of \$16,500.00. This will be funded by a partnership formed between the City of Grand Rapids, the City of Cohasset, Harris Township, the Blandin Foundation, and the Pokegama Lake Association.

**Staff Recommendation:**

City staff recommends entering into an Agreement with Pyrotechnic Display, Inc. in the amount of \$16,500.00 to provide fireworks on July 4th, 2020.

**Requested City Council Action**

Pass a motion to enter into an Agreement with Pyrotechnic Display, Inc. in the amount of \$16,500.00 to provide fireworks on July 4th, 2020.

# PYROTECHNIC DISPLAY, INC. FIREWORKS DISPLAY AGREEMENT

This agreement is entered into this **18th** day of **November 2019** between Pyrotechnic Display, Inc., a Minnesota Corporation with offices in Clear Lake, Minnesota, (“Pyrotechnic”) and **City of Grand Rapids** of the City of **Grand Rapids** State of **Minnesota** (“Customer”), for the purchase of a fireworks display. (“Agreement”)

## SECTION 1 FIREWORKS DISPLAY

Pyrotechnic agrees to furnish for the Customer **(1)** fireworks display(s), as per the specifications agreed to and made part of this Agreement, on the evening of **July 4, 2020** (“Fireworks Display”).

## SECTION 2 CONTRACT PRICE

In consideration for the Fireworks Display, Customer agrees to pay Pyrotechnic the sum of **\$16,500.00 (Sixteen thousand five hundred and 00/100 dollars)**. A service fee of 1.5% per month shall be added to the Contract Price, or any portion of the Contract Price, or any portion of the Contract Price due, if it is not paid within 15 days of the date payment becomes due under this Agreement.

## SECTION 3 MATERIALS AND SERVICES

Pyrotechnic shall be responsible for providing inventory meeting the specifications for the Fireworks Display, and the services of an operator who will be responsible for preparing and conducting the Fireworks Display. Pyrotechnic shall prepare a final design prior to the Fireworks Display, and the exact specifications will be supplied to the Customer after the final design, upon request.

## SECTION 4 INSURANCE

Pyrotechnic Display, Inc. shall obtain a Public Liability and Property Damage and Workers Compensation Insurance. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

## SECTION 5 LOCATION

Customer shall be responsible for providing a suitable location for the Fireworks Display. Customer shall cooperate with Pyrotechnic to ensure that the site is suitable for the Fireworks Display, and Pyrotechnic shall have the right to reject a proposed site for lack of accessibility, fire or other safety reasons.

In addition to providing the location, Customer shall be responsible for:

- Providing an appropriate staging area, and a minimum spectator setback of **450** feet.
- Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel.
- Searching the fallout area at first light following a nighttime display.
- Providing security, police and fire protection, to ensure 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.

## SECTION 6 WEATHER RELATED POSTPONEMENT AND CANCELLATION.

Customer acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, Customer shall be responsible for payment based on the schedule below, which shall be due within 30 days of the date agreed to in Section 1. If Customer does not reschedule the Fireworks Display within the twelve-month period, an additional 30% of the Contract Price shall be due from the Customer for damages and expenses relating to the cancellation.

If customer chooses to postpone or cancel the Fireworks Display for any reason, customer shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in Section 1.

In the case of postponement or cancellation, Customer shall pay, as an additional fee, the following percentage of the Contract Price.

- At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.
- At any time on the scheduled date for the Fireworks Display, 20% of the Contract Price
- After the commencement of the Fireworks Display, where Pyrotechnic’s operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

The Customer agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotechnic Display, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

## SECTION 7 ENTIRE AGREEMENT

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.



**NOTE: Any changes without Pyrotechnic Display, Inc. approval will cancel agreement.**

**NOTE: This agreement will be withdrawn if not accepted within 45 days.**

**IN WITNESS WHEREOF**, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Signed on: \_\_\_\_\_, 20 \_\_\_\_.

**PYROTECHNIC DISPLAY, INC.**

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

**NAME:** Mark C. Hanson

(PLEASE TYPE OR PRINT)

**ITS:** Sales and Event Producer

Pyrotechnic Display, Inc.

9405 River Road SE

Clear Lake, MN 55319

Telephone: (800) 507-9074, Ext. 1

Signed on: \_\_\_\_\_, 20 \_\_\_\_.

**CUSTOMER:**

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

**Its duly authorized agent, who represents  
he/she has full authority to bind the  
customer**

**NAME:** \_\_\_\_\_

(PLEASE TYPE OR PRINT)

**ITS:** \_\_\_\_\_

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

City/State: \_\_\_\_\_, \_\_\_\_

Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0870      **Version:** 1      **Name:** Hire PT Employee  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/8/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider hiring a Regular Part Time Maintenance and Concession employees at the IRA Civic Center.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider hiring a Regular Part Time Maintenance and Concession employees at the IRA Civic Center.

**Background Information:**

Andrew Sjostrand will be hired as a Regular Part-time Maintenance employee at the IRA Civic Center. He will be hired at a wage of \$12.00 per hour effective January 13, 2020.

Nora Wikstrom will be hired as part time concession employee at the rate of \$10.00 per hour starting January 14, 2020.

**Staff Recommendation:**

City staff recommends hiring a Regular Part Time Maintenance employee at the IRA Civic Center.

**Requested City Council Action**

Make a motion to hire a Regular Part Time Maintenance and Concession employees at the IRA Civic Center.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	20-0878	<b>Version:</b>	1	<b>Name:</b>	Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2020 plan year and authorize payment of the insurance premium including the agent fee.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	1/9/2020	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	1/13/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2020 plan year and authorize payment of the insurance premium including the agent fee.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Renewal Invoice for the City of Grand Rapids</a>				

Date	Ver.	Action By	Action	Result
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Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2020 plan year and authorize payment of the insurance premium including the agent fee.

**Background Information:**

The City of Grand Rapids has had their general liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) for many years. The League's insurance is very comprehensive and they have, for the past several years, given us a refund check at the end of the year which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims. For 2019 the LMCIT property/casualty dividend refund for the City of Grand Rapids was \$12,245.00.

The premium for the 2020 plan year is \$233,728.00, which is \$21,917.00 more than in 2019. Our insurance agent is paid on a flat fee structure; this fee is included in this premium and has not increased from last year.

The general liability includes property, inland marine, general liability, glass, miscellaneous equipment, vehicles, etc. The premium is based on personnel costs, amount and value of property equipment and vehicles, the amount of capital construction and other factors. This coverage includes the City Hall, Public Library, Central School, Civic Center, various other City-owned properties and all City Departments (excluding Public Utilities). This amount is part of the 2020 adopted budget.

**Staff Recommendation:**

City staff is recommending insurance coverage through the League of Minnesota Cities Insurance trust.

**Requested City Council Action**

Make a motion to approve the general liability insurance coverage through the League of Minnesota Cities Insurance trust for the 2020 plan year and authorize payment of the insurance premium for \$233,728.00.



CONNECTING & INNOVATING  
SINCE 1913

# Invoice

**Member Name and Address**  
Grand Rapids, City Of  
420 Pokegama Ave N  
Grand Rapids, MN 55744-2658

**Invoice Date**  
01/06/2020

**Agent**  
Otis-Magie Insurance Agency  
520 Ne 1st Ave Ste 2  
Grand Rapids, MN 55744-2610  
(218)301-0364

**Account Number:** 10002925  
**Account Type** Property/Casualty Coverage Premium  
**Current Balance:** \$ 233,728.00  
**Minimum Due:** \$ 233,728.00  
**Due Date:** 02/01/2020

Summary of activity since last Billing Invoice	Date	Activity	Account Balance	Minimum Due
See reverse side and attachments for additional information		Previous Invoice Balance	-2,208.00	
		Payments Received	- .00	
		Total of Transactions and Fees shown on reverse or attached	235,936.00	
		Current Balance	\$ 233,728.00	\$ 233,728.00

<b>Detach and return this Payment Coupon with your payment</b>	<b>Account Number</b>	<b>Invoice Date</b>	<b>Due Date</b>	<b>Current Balance</b>	<b>Minimum Due</b>
	10002925	01/06/2020	02/01/2020	\$ 233,728.00	233,728.00
					<b>Amount Enclosed</b>
				\$	_____

**Member Name** Grand Rapids, City Of

**BILLING INVOICE - Return stub with payment - make checks payable to:**

Mail payment  
7 days before  
Due Date to  
ensure timely  
receipt

League of MN Cities Insurance Trust P&C  
c/o Berkley Risk Administrators Company  
222 South Ninth Street, Suite 2700  
P.O. Box 581517  
Minneapolis, MN 55458-1517



# Invoice

	Transaction Amount	Minimum Due
Detail of Package 1000942-3 Agreement Period 01/01/2019 - 01/01/2020		
activity since 01/01/2019 - 01/01/2020		
last Invoice Agreement Previous Balance	\$ -2,208.00	
Refund Check 05/28/2019	\$ 2,208.00	
Agreement Ending Balance	\$ 0.00	\$ 0.00
 Package 1000942-4 Agreement Period 01/01/2020 - 01/01/2021		
Agreement Previous Balance	\$ 0.00	
Renewal - PR 12/19/2019	\$ 233,728.00	
Agreement Ending Balance	\$ 233,728.00	\$ 233,728.00
 Defense Cost Reimbursement 1000943-4 Agreement Period 01/01/2020 - 01/01/2021		
Agreement Previous Balance	\$ 0.00	
Agreement Ending Balance	\$ 0.00	\$ 0.00
 Total Current Balance	\$ 233,728.00	
Total Minimum Due		\$ 233,728.00



# Invoice

Thank you for choosing us as your Coverage carrier. The following information is to assist you in reviewing your Billing Invoice.

**Billing Inquiries:** CONTACT YOUR AGENT FOR QUESTIONS ON YOUR AGREEMENT OR CHANGES IN COVERAGE. For billing inquiries, please call 1-612-766-3000

### BILLING PROCEDURES

**New Agreements and renewals:** If your Agreement is issued after the date that coverage began, your first Billing Invoice for the agreement may include more than one installment payment due.

**Application of Payments and Cancellation:** If you pay more than the Minimum Due, the extra payment will be applied to your next installment proportionately to all agreements on your account. For Accounts owned on agreements with the same Due Date, the payment will be applied proportionately to all agreements with the same Due Date.

Minimum Due is the amount to pay to avoid any agreements on your account from going into a late pay status which could cause cancellation of coverage. If you fail to pay the Minimum Due by the Due Date, a Direct Notice of Cancellation for Non Payment may be issued for one or more agreements on your account. If your account has more than one agreement and you pay less than the Minimum Due, your payment will be applied first to amounts owed on agreements with the oldest balance due.

If we receive a payment after the cancellation effective date and we elect not to reinstate your agreement, the payment will be applied toward any unpaid earned premium on your account before any remainder is refunded.

After an agreement is cancelled, we will bill you for any unpaid earned premium. If you do not pay, the matter may be referred to collections.

**Audit Premium:** Any Audit Premium owed will be included in both Current Balance and Minimum Due balance shown on the Billing Invoice. Payment of Audit Premium is due in full by the Due Date. If Audit Premium is owed, your payment may be applied first to Audit Premium owed and then to amounts owed on agreements with the earliest Due Date. If special arrangements are needed for repayment of audit premium you MUST contact the Billing Unit at the number shown above for consideration of any such arrangements.

**Refunds:** Any refund due will be mailed from our office within 15 days after the Invoice date.

**Payment address:** ALL PAYMENTS SHOULD BE SENT TO OUR PAYMENT PROCESSING CENTER ALONG WITH THE PAYMENT COUPON. The address change from below is printed on the back of the payment coupon. If needed it may also be sent along with your payment to the Payment Processing Center at:

222 South Ninth Street, Suite 2700 Minneapolis, MN 55402 . Please do not send any other correspondence to the payment processing center.

### CHANGE OF ADDRESS AND/OR NAME PLEASE FILL IN THE NAME, AGREEMENT NUMBER AND CHECK APPROPRIATE BOX

- Name Change Only
- Name and Address Change
- Address Change Only

Name: \_\_\_\_\_

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

Former Name: \_\_\_\_\_ Address: \_\_\_\_\_

Agreement Number: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

PLEASE REFER ALL OTHER CHANGES TO YOUR AGENT. THANK YOU.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 20-0879      **Version:** 1      **Name:** MacRostie Temp Liquor  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/9/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approving temporary liquor licenses for MacRostie Art Center 2020 First Friday events.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving temporary liquor licenses for MacRostie Art Center 2020 First Friday events.

**Background Information:**

MacRostie Art Center has submitted applications for temporary liquor sales during First Friday events on February 7th, March 6th, April 3rd, May 1st, June 5th, and July 3rd, 2020.

**Staff Recommendation:**

Approve and authorize submission to State of Minnesota for issuance.

**Requested City Council Action**

Make a motion approving temporary liquor licenses for MacRostie Art Center 2020 First Friday events.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0880      **Version:** 1      **Name:** Consider the status change of Hospital Security Officer Robert Sanders from part-time to full-time.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 1/9/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider the status change of Hospital Security Officer Robert Sanders from part-time to full-time.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider the status change of Hospital Security Officer Robert Sanders from part-time to full-time.

**Background Information:**

The City Council previously authorized City staff to begin the process of filling a vacant full-time Hospital Security Officer position. The position was posted and interviews were held. We are recommending the appointment of Robert Sanders from the position of part-time Hospital Security Officer to full-time Hospital Security Officer effective February 1, 2020.

**Robert Sanders** is a graduate of Grand Rapids High School and is working on his AA Degree in Criminal Justice at Itasca Community College. He was recently working as a Security Officer at Blandin Paper Company through Securitas Security and as a Merchandiser at Coca-Cola Beverages of Duluth. Robert was hired as a part-time Hospital Security Officer on July 23, 2019 and reached 100 hours of employment on December 1, 2019.

**Staff Recommendation:**

The Interview Committees consisting of Assistant Chief of Police Steve Schaar, Sergeant Kevin Ott, Hospital Security Lead Gary DeGrio, and Marc Dulong from Grand Itasca Clinic & Hospital are in support of the above recommendation.

**Requested City Council Action**

Make a motion to change the status of Robert Sanders from part-time Hospital Security Officer to full-time Hospital Security Officer effective February 1, 2020 at a rate of \$20.62 per hour.





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

# CITY OF GRAND RAPIDS

19a.

## Text File

File Number: 20-0893

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**Agenda Date:** 1/13/2020

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Agenda Item

Consider adopting a resolution amending the City Wide Fee Schedule.

**Background Information:**

The Engineering Department is requesting that the City Council adopt a resolution amending the City Wide Fee Schedule. A draft of the amended fee schedule is attached.

**Staff Recommendation:**

Review and adopt City Resolution.

**Requested City Council Action**

Make a motion adopting a resolution amending the City Wide Fee Schedule.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 20 -

**A RESOLUTION AMENDING THE GRAND RAPIDS CITY-WIDE FEE SCHEDULE  
FOR CITY SERVICES**

WHEREAS, Minnesota Law establishes that all municipalities establish fees that are commensurate with service, and that they be fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed; and

WHEREAS, consistent with Minnesota Law, the Grand Rapids City Council establishes the rates to be applied, or charges for, specific areas of service, provided by the City, through the adoption and periodic amendment of a fee schedule; and

WHEREAS, from time to time, staff reviews the department fee schedule to ensure consistency with fees charged, for City services provided; and

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends the Grand Rapids' City Wide Fee Schedule for City Services as noted in "Exhibit A."

Adopted this 13<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Dale C. 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: None, whereby the resolution was declared duly passed and adopted.

**DEPARTMENTAL FEE SCHEDULE FOR CITY SERVICES**

Effective Date: 05/29/2018

<b>CITY WIDE FEES</b>	
Photo copy – file material – 100 pages or less of black and white, letter or legal size government data.	\$ .25 per page (copy)
Photo copy – file material – 101 pages or more of government data	\$.10 per copy and actual cost of searching for and retrieving government data, including the cost of employee time, certifying, compiling, and electronically transmitting the copies of the data.
Photo copy – material provided by the person making request	\$1.00 1 <sup>st</sup> page - .10 cents each additional
<b>ADMINISTRATION DEPARTMENT</b>	
Amusements (theatre)	\$75.00 per screen per year
Circus	\$75.00 event
Fortune Telling	\$35.00 per day
<b>Intoxicating Liquor</b>	
<b>Consumption and Display</b>	
Bottle Club	\$500.00 per year
Public Place	\$100.00 per year
<b>Private On-Sale</b>	
Investigation Fee	\$150.00
Annual License Fee	\$2,500.00
Annual On-Sale Wine	\$550.00
Sunday On-Sale	\$200.00
<b>Club On-Sale</b>	
Club with under 200 members	\$300.00
201- 500 members	\$500.00
501- 1,000 members	\$650.00
1,001 – 2,000 members	\$800.00
More than 2,000	\$1,000.00
Sunday On-Sale	\$150.00
Private Off-Sale	\$150.00
Temporary On-Sale	\$20.00
<b>Convention Facilities On-Sale</b>	
City issued on-sale license	\$25.00

Adjacent municipality	\$100.00
<b>Non-intoxicating malt liquor 3.2</b>	
Annual on-sale	\$275.00
Annual off-sale	\$100.00
Temporary on-sale	\$25.00
Rollerskating License	\$200.00 per year or fraction thereof
<b>Brewer Taprooms/Brewpubs</b>	
Taproom/Brewpub Annual On-Sale	\$350.00 includes Sunday sales
Brewer Annual Off-sale (Growlers)	\$200.00
Synthetic Drug Establishments	\$600.00 annually
Sidewalk Café	\$25.00
Taxicabs	\$25.00 each vehicle
Fireworks	350.00 – tents, etc.) 100.00 – retail buildings (in store)
Peddlers, Solicitors and Transient Merchant (Resolution No. 06-110)	\$150.00 per year
<b>CENTRAL SCHOOL BUILDING</b>	
<b>Monthly Rental Fees</b>	
Garden Level	\$11.02 *
1 <sup>st</sup> Floor	\$11.97 *
2 <sup>nd</sup> Floor	\$11.49 *
3 <sup>rd</sup> Floor	\$ 8.58 *
<b>CIVIC CENTER</b>	
Ice time	\$115.00 per hour – non prime
	\$148.00 per hour – prime
	\$200.00 per hour – tournament/competition
	\$115.00 per hour – Miner's Pavilion (non-GRAHA)
Dryfloor space	East Venue
	\$700.00 per day – receptions/parties
	\$1,300.00 per day - commercial
	\$1,850.00 – Wedding Receptions
	West Venue
	\$600.00 per day – receptions/parties
	\$1,200.00 per day – commercial
	Miner's Pavilion
	\$20.00 per hour – sports
	\$100.00 half day event
	\$200.00 full day event

Lobby space	\$20.00 per hour (minimum 2 hours)
Tables	\$7.50 each
Chairs	.75 each
Linens	\$5.00 each
Staging	\$15.00 per 4' x 8' section
Skate Sharpening	\$5.00
Public Skating	\$2.00 children & seniors
	\$3.00 adults
Open Hockey	\$7.00
Wall Advertising	\$600.00 per year
In-Ice Advertising	\$1,250.00 per year
Resurfacers Advertising	\$300 - \$1,500.00 per year
Dasher Advertising	\$800.00 per year for 1, \$1,200.00 per year for 2
Scoreboard Advertising	\$700.00 per year
Banner Advertising	\$750.00 per year
Wall Sign & 1 Dasher	\$1,200.00 per year
Wall Sign & 2 Dashers	\$1,600.00 per year
<b>COMMUNITY DEVELOPMENT</b>	
Building Permits	
\$1.00 - \$500.00	\$23.50 *
\$501.00 - \$2,000.00	\$23.75 * for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 - \$25,000.00	\$70.00 * for the first \$2,000.00 plus \$14.20* for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.65* for the first \$25,000.00 plus \$10.20* for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to 4100,000.00	\$650.20* for the first \$50,000.00 plus \$7.10* for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,003.70* for the first \$100,000.00 plus \$5.66* for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,266.10* for the first \$500,000.00 plus \$4.80* for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00

\$1,000,001.00 and up	\$5,664.85* for the first \$1,000,000.00 plus \$3.18* for each additional \$1,000.00 or fraction thereof			
	Projects valued at greater than \$5,000,000.00 the City may, at its own discretion, negotiate this component of the building permit fee with the project owner/developer.			
Annual building Permit (as per MN Rule 1300.0120, Subparts 2 and 3)	\$505.00*			
Plan Review Fee	65% of the Permit fee			
Plan Review Fee (Similar Plans)	25% of the Permit fee			
State Surcharge	(As per MN Statute 16B.70)			
<b>Other Inspections and Fees:</b>				
1. Outside of normal business hours	\$55.55/hour*			
2. Re-inspection fees	\$55.55/hour*			
3. Inspections for which no fee is specifically indicated	\$55.55/hour*			
4. Additional plan review required by changes, additions, or revisions to plans	\$55.55/hour*			
5. Investigation Fee	\$55.55/hour*			
6. Work commencing without building permit.	Investigative Fee/Double building permit fee. (as per MN Rule 1300.0160, Subpart 8).			
7. For use of outside consultants for plan checking and inspections or both.	Actual costs, including administrative and overhead			
8. Investigating and resolving Property Maintenance Code violations	\$55.55/hour*			
<b>Flat fees for small Residential projects</b>	<b>Base Permit Fee</b>	<b>Plan Check Fee</b>	<b>State Surcharge Fee</b>	<b>Total Fee</b>
Re-roofing	\$60.00		\$1.00	\$61.00
Garage Door	\$40.00		\$1.00	\$41.00
Siding Replacement	\$60.00		\$1.00	\$61.00
All Regulated Signs-requiring structural review.	\$57.88	\$37.62	\$1.00	\$96.50
Detached Steps/Deck over 30" high (non-enclosed)	\$40.30	\$26.20	\$1.00	\$67.50
Attached Steps/Deck (non-enclosed)	\$79.70	\$51.80	\$1.00	\$132.50
Covered porch (non-enclosed)	\$113.03	\$73.47	\$1.00	\$186.50
Fence over 6 feet in height	\$57.88	\$37.62	\$1.00	\$96.50
Retaining Wall -Over 4 feet in height	\$57.88	\$37.62	\$1.00	\$67.50
Egress Windows (new)	\$40.30	\$26.20	\$1.00	\$67.50
Residential Window replacement	\$60.00		\$1.00	\$61.00

Furnace-Replacement	\$40.30	\$26.20	\$1.00	\$67.50
Water Heater/Softener	\$40.30	\$26.20	\$1.00	\$67.50
Replace sink, toilet, faucet, tub (minor repairs)	\$14.50		\$1.00	\$15.50
Residential & Commercial Demolitions	\$40.00*		\$1.00	\$41.00
Fireplaces -& free standing stoves (Gas or Wood)	\$54.85*	\$35.65	\$1.00	\$91.50
Emergency Number Sign	\$50.00 each			
Comprehensive Plan	\$15.15* each			
Comprehensive Plan Appendix	\$25.25* each			
Zoning Letter	\$35.35* each			
Zoning Map	\$15.15*each			
Zoning Ordinance	\$30.30* each			
Subdivision Ordinance	\$5.05* each			
Zoning Permit (Residential)	\$55.55*			
Zoning Permit (Commercial)	\$65.65*/hour (actual cost)			
Fill Permit	\$75.75*			
Sign permit (for signs not requiring structural review)	\$55.55*			
Conditional Use Permit	\$505.00*			
Conditional Use Permit-General Sales and Service with a building footprint greater than 70,000 s.f. (Res. 07-35)	Total Actual Cost Incurred by the City (\$3,500 deposit required via escrow agreement)			
Environmental Assessment Worksheet preparation, review and processing	Total Actual Cost Incurred by the City (\$10,000 deposit required via escrow agreement)			
Subdivision	\$2,525.00*			
Minor Subdivision (Res: 13-71)	\$1,200.00			
Payment in Lieu of Commercial Land Dedication	\$135.00 per Worker			
Planned Unit Development	\$2,525.00*			
Rezoning or zoning Text Amendment	\$505.00*			
Variance	\$252.50*			
Right-of-Way/Easement	\$505.00*			
<b>ENGINEERING DEPARTMENT</b>				
Right of Way Improvement permit	\$50.00			
After-the-Fact ROW Permit	Two times original permit fee			

<b>Small Wireless Facility Fees</b>		
Permit Application Fee	\$1,500/unit	
Co-location Rent	\$175.00 per year per site	
Monthly Fee for Electrical Service per radio node less than or equal to 100 max watts	\$73.00 per radio node	
Monthly Fee for Electrical Service per radio node over 100 max watts	\$182.00 per radio node	
<b>Stormwater Permit Application</b>		
Residential	\$25.00	
Commercial/Industrial (0 ac – 1 ac)	\$100.00	
Commercial/Industrial (1 ac – 3+ ac)	\$175.00	
Commercial/Industrial (3+ ac)	\$300.00	
<b>Stormwater Pollution Prevention Deposit</b>		
Residential	\$500.00	
Commercial/Industrial	\$1,000.00/\$100,000 or project cost	
<b>Stormwater Utility Rates</b>	As of July 1, 2017	As of July 1, 2018
Single-Family	\$6.75	\$7.50
Multi-Family	\$24.67	\$27.41
Commercial	\$37.79	\$41.98
Industrial	\$37.79	\$41.98
Institutional	\$33.51	\$37.24
City Map	\$10.00	
<b>Prints:</b>		
24/24	\$3.50 each	
24/36	\$5.00 each	
36x48	\$10.00	



Aerials contours (hard copies)	\$40.00 first copy - \$5.00 additional copy of same
Aerial electronic photos (1 photo 160 acres)	\$150.00
Aerial prints 8 ½ x 11 with property and utility	\$10.00 per parcel
GIS Technician	\$26.70/32.47/Hour
<b>FINANCE DEPARTMENT</b>	
Assessment Certificates	\$15.00
Fax	\$2.00 first page each additional page 10 cents
Worthless Check	\$20.00
Credit Card Charge for Special Assessments	\$3.95*
<b>FIRE DEPARTMENT</b>	
Fire report	See City wide fees relative to photo copies
It. County false alarm ordinance – 4 <sup>th</sup> false alarm and up	\$500.00
Yearly Day Care/Foster Care	\$50.00
Inspection fees	\$50.00
<b>Inspection Fees:</b>	
First Fire Inspection	.00
<b>Second Inspection only if violation isn't fixed or substantial progress is not made on violations</b>	\$125.00
Each additional inspection	\$100.00 increments up to \$500.00
Complaint based inspections (considered a first inspection)	.00
Requested fire inspection	\$50.00/hour (\$50.00 minimum)
<b>Storage of Flammable Liquids:</b>	
Bulk storage of flammable liquids	\$150.00/year
Bulk storage of liquefied petroleum (LP)	\$150.00/year
Each station dispensing liquefied petroleum (LP)	\$50.00/year
Above or underground fuel tank installation	\$50.00
Underground tank removal	\$50.00
Fire Safety House	\$250.00/day if agency is <b>within Itasca County</b> (up to eight hour day).  \$250.00/day if <b>outside Itasca County</b> , plus requesting agency additionally agrees to compensate the Grand Rapids Fire Departmental a rate of fifty cents per mile, as calculated by utilizing the Map Quest computer program.
<b>PARKS AND RECREATION</b>	
Picnic kits	\$5.00

User Fees (softball, baseball & soccer leagues)	\$5.00 (Kids)
	\$7.50 (Adults)
Softball Fields	\$5.00 per game for tournaments or user fees ***
Baseball Fields	\$25.00 per hour or user fees ***
Soccer Fields	User fees ***
Recreation programs	0 - \$60.00 dependent on programs
Pool Rental	\$7.75 - \$45.00 per hour
Family Activity Pass	\$35.00
Softball Field Advertising	\$150.00
*** Participants of private organizations (such as Northwoods Soccer) pay \$5.00 per player per year to use our fields. Adults pay \$15.00 per player.	
<b>POLICE DEPARTMENT</b>	
Dogs License	\$10.00/year
Cats License	\$10.00/year
Duplicate for dog/cat	\$2.00/year
Pound Fee	\$10.00/day
<b>Disposal of Animals:</b>	
Dog	100% of Vet Charges
Cat	100% of Vet Charges
Vehicle Tow Fees	Rate charged by towing company to the City.
Funeral Escort	\$50.00
CBD Parking Permits	\$25.00 annually
Golf Cart Permit Fee	\$25.00 annually

Commented [101]: No fee charged

Commented [102]: No longer charge fee

Commented [103]: No City fee, as T's Towing Service

False Alarm	N/C 1 <sup>st</sup> through 3 <sup>rd</sup> false alarm \$50.00 4 <sup>th</sup> false alarm \$75.00 5 <sup>th</sup> false alarm \$100.00 6 <sup>th</sup> false alarm \$125.00 7 <sup>th</sup> false alarm \$150.00 8 <sup>th</sup> false alarm \$175.00 9 <sup>th</sup> false alarm \$500.00 10 <sup>th</sup> false alarm \$500.00 all calls after 10 <sup>th</sup>
<b>POLICE ADMINISTRATIVE PENALTIES</b>	
Alcohol – Consuming Alcohol in unauthorized places	\$60.00
<b>Animals:</b>	
Vicious animal	\$50.00
All other animal violations	\$25.00
Registration of a Dangerous Dog (Res. 06-61)	\$500.00
<b>Fireworks:</b>	
Illegal Use, Possession	\$250.00
<b>Miscellaneous:</b>	
Curfew	\$25.00
Failure to apply for license	\$100.00
Golf cart and all terrain vehicle violations	\$60.00
Illegal dumping	\$50.00
Noise complaints	\$50.00
Noise complaints second violation in 12 months	\$100.00
Park ordinance violations	\$25.00
Public nuisance	\$100.00
Snowmobile Violations	\$60.00
Skateboard violations	\$40.00
Trespassing	\$50.00

Commented [104]: Fire Department Issue

Commented [105]: Fire Department Issue

Commented [106]: Building Department Issue

Commented [107]: Obsolete

Commented [108]: Obsolete

Commented [109]: Enforced by Community Development

Display for sale vehicles (Ord. 23.7-D1)	\$50.00
<b>Parking:</b>	
Fire Lane	\$50.00
Blocking Fire Hydrant	\$50.00
All Other Illegal Parking	\$25.00
<b>Traffic:</b>	
Exhibition Driving	\$100.00
<b>Speed (1-10 mph over posted limit)</b>	<b>\$60.00*</b> (as required by State Statute 5-21-09)
<b>Stop Signs</b>	<b>\$60.00*</b> (as required by State Statute 5-21-09)
<b>Unreasonable Acceleration</b>	<b>\$60.00*</b> (as required by State Statute 5-21-09)
<b>Mufflers 169.69 (Add)</b>	<b>\$60.00*</b> (as allowed by State Statute 5-21-09)
<b>Hitching 169.46 (Add)</b>	<b>\$60.00*</b> (as allowed by State Statute 5-21-09)

<b>Weapons:</b>	
Discharge of Display of Pellet/Guns	\$50.00
<b>PUBLIC WORKS</b>	
Equipment Hourly rates: **	
Pickups #201-255, 257-200, 20	\$25.00
Trucks / Plows—2#252, 286-280, 203, 205-200	\$45.00
Heavy equipment #256, 281, 284, 285, 292	\$80.00
Mowing Equipment #27, 28, 38	\$25.00
Chipper, compressor, steamer	\$25.00
Lawn movers/weed eaters	\$15.00
Ice Resurfacer (Zamboni)	\$175.00
Materials: **	
MCold Mix	\$75.00/130.00/ton
Salt/Sand	\$30.00/15.00/yard
Straight Salt	\$53.00/75.00/yard
Treated Salt	\$90.00/yard
Paint	\$13.37/gal.
Magnesium Chloride	\$.60/1.50/gal.
Mailbox installation	\$275.00 (includes post and mailbox)
** Rates apply to contract services provided for Intergovernmental agencies such as Itasca County, MNDOT, ICC, School District 318, and the DNR. Hourly wage and benefits to be included in addition to listed hourly equipment rates. The only exception is the fee for the ice resurfacer.	

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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	20-0877	<b>Version:</b>	1	<b>Name:</b>	Consider approval of the preliminary plat of The Pillars.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Community Development
<b>File created:</b>	1/9/2020	<b>In control:</b>			City Council
<b>On agenda:</b>	1/13/2020	<b>Final action:</b>			
<b>Title:</b>	Consider approval of the preliminary plat of The Pillars.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">The Pillars Preliminary Plat: Area Map &amp; draft Site Plan</a> <a href="#">The Pillars: Preliminary Plat Document</a> <a href="#">Preliminary Plat - The Pillars: Application</a> <a href="#">The Pillars: Construction Plans</a>				

Date	Ver.	Action By	Action	Result
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Consider approval of the preliminary plat of The Pillars.

**Background Information:**

A preliminary plat entitled “The Pillars” was submitted by Oppidan Holdings, LLC, and property owner, Grand Itasca Clinic and Hospital, and filed with the City on December 6, 2019. The property included within the preliminary plat is 14.45 acres in area, including proposed right-of-way, and its location can generally be described as west of the Grand Itasca Clinic and Hospital, north of the Golf Course Road (Co. Rd. 23), and accessed from the west by way of the newly constructed 8th Street SW within the plat of Great River Acres. (see attached location map) A complete legal description of the subject property is included with the preliminary plat documents.

The plat area, part of Grand Itasca’s greater 74 acre medical campus, is currently undeveloped, except for a non-motorized, multi -purpose trail crossing the northern one-third of the property, and was previously inaccessible for development prior to the platting of Great River Acres, and the extension of city infrastructure into the adjacent property.

The plat petitioner has indicated that the three proposed lots will be developed as follows:

- Lot 1, Block 1: northern most lot (7.96 acres) will be retained by Grand Itasca Clinic and Hospital, also retaining the existing SM (Shoreland Medical) zoning designation. Future development and/or a request for a possible zoning change is undetermined at this time.
- Lot 2, Block 1: southern most lot (5.8 acres) will be purchased by Oppidan Holdings from Grand Itasca, and developed into a 120-unit senior living community (independent living, assisted living, and memory care) providing: underground parking, a fitness center, theater room, pub/gathering room, salon and spa, chapel, roof deck and outdoor activity space. A Zoning Map Amendment request will be petitioned for this lot in the near future, requesting a change from the existing SM (Shoreland Medical) zoning designation to that of SR-4 (Shoreland Multi-family Residential-high density).
- Outlot A (.11 acres) ownership retained by Grand Itasca Clinic and Hospital and will serve as a storm water basin for a portion of the 8th Street SW runoff.

The 2011 Comprehensive Plan’s general vision for land use in the area of this proposed subdivision is that of Medical Campus, which is consistent with the existing use of the eastern portion of the greater parcel owned by Grand Itasca.

Properties to the west and south are shown as future Multi-family Residential. A future rezoning of a portion of the subject property from the currently established SPU (Shoreland Public Use) to a SR-4 designation to take place under separate petition in February. *It should be noted that the boundaries for land uses, in the Future Land Use Map, are not precise and that the actual boundaries are intended to be shaped by market conditions, demographic changes, and economic events that occur over the life of the Comprehensive Plan.*

The staff review committee, consisting of the Director of Public Works/City Engineer, Fire Chief, Grand Rapids PUC, Director of Parks and Recreation, and Community Development Department, has reviewed the preliminary plat for technical standards and found that it substantially complies with the City's subdivision requirements. However, there are a few comments identified by the review committee that should be addressed. Those items are as follows: *(various items have already been addressed on the preliminary plat, prior to the Planning Commission's review)*

- Provide a street lighting plan for 8th St. SW prior to final plat approval.
- The Subdivision Agreement, to be considered at the final plat approval, shall incorporate a parkland dedication fee, in lieu of dedication of land and in accordance with Section 30-266.

Additionally, the preliminary plat was circulated to the Commissioner of the MN DNR, as required by MN Shoreland Rules.

The Planning Commission conducted a public hearing to consider their recommendation to the City Council regarding the approval of this preliminary plat at their regular meeting on January 8, 2020. The Planning Commission found that the proposed subdivision was consistent with the Comprehensive Plan and approved a motion to recommend approval of the preliminary plat of The Pillars, contingent upon those items, described above, being addressed.

**Requested City Council Action**

Consider approval of the preliminary plat of The Pillars.

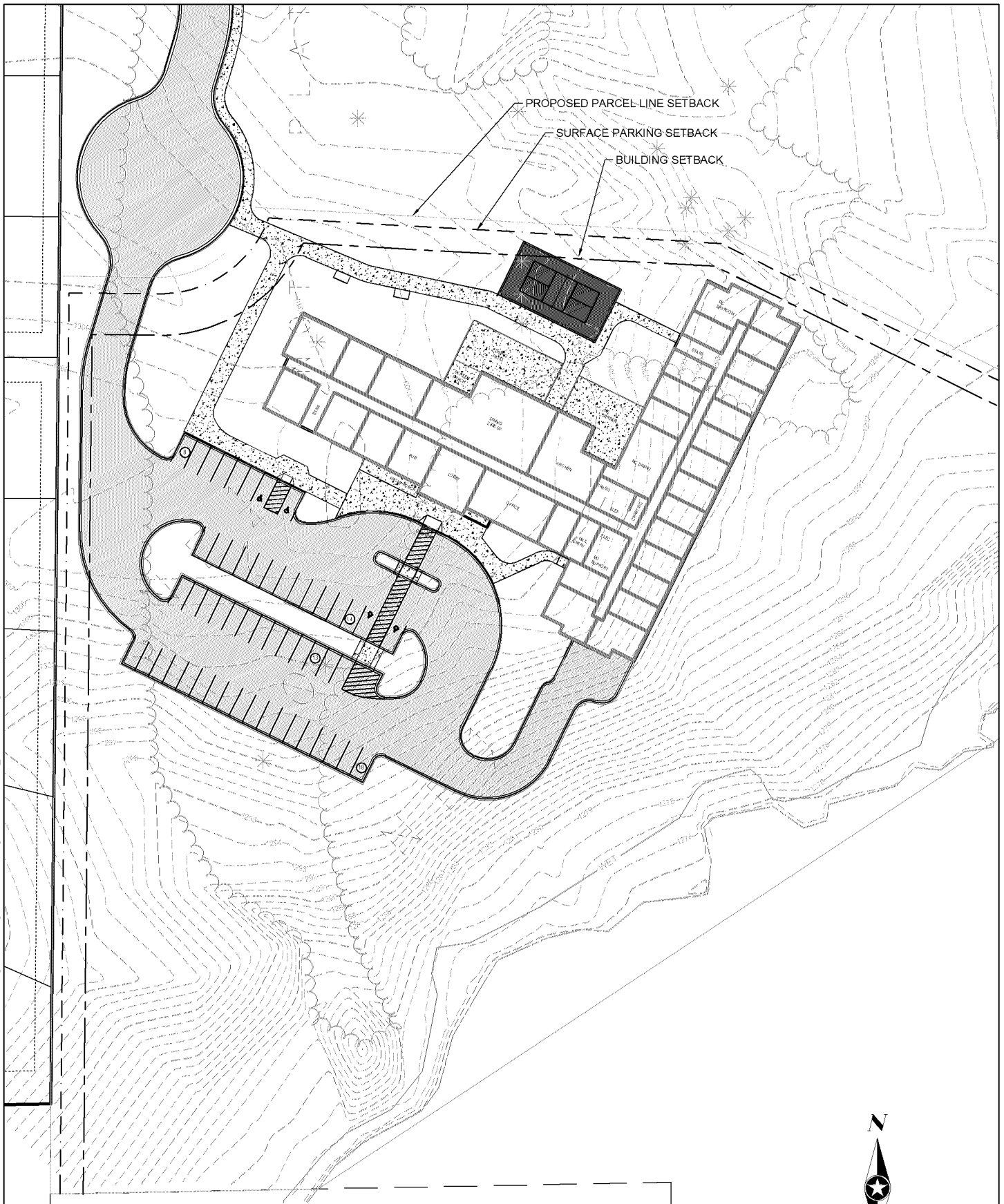
# The Pillars (Preliminary Plat)



— Area of Preliminary Plat  
— Grand Rapids Tax Parcels



Save: 11/12/2019 11:49 AM schristensen Plot: 11/12/2019 12:02 PM P:\KOK\KJTJTH\153062\5-final-dsgn\51-drawings\10-Civil\cad\dwg\exhibit\KT153062\_ExhibitGL1.dwg




PHONE: 218.322.4500  
21 NE 5TH ST STE 200  
GRAND RAPIDS, MN 55744  
www.sehinc.com

FILE NO.  
KTJTH 153062

DATE:  
11/12/2019

**OPPIDAN EXHIBIT  
GENERAL SITE LAYOUT  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
NO. GL1**

# PRELIMINARY PLAT OF THE PILLARS

Part of the Northeast Quarter of the Northeast Quarter of Section 30,  
Township 55 North, Range 25 West, Itasca County, Minnesota

Curve	Length	Radius	DEG
C1	78.24	60.00	07°42'09"
C2	59.76	60.00	07°42'09"
C3	224.51	122.89	10°12'29"
C4	102.26	51.13	10°24'10"

### LEGAL LAND DESCRIPTION OF PARENT PARCEL

The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4), Section Thirty (30), Township North, Range Twenty-five (25) West of the Fourth Principal Meridian, less the South 250 feet of the West 347 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township North, Range 25 West, Itasca County, Minnesota, lying within the following described figure:

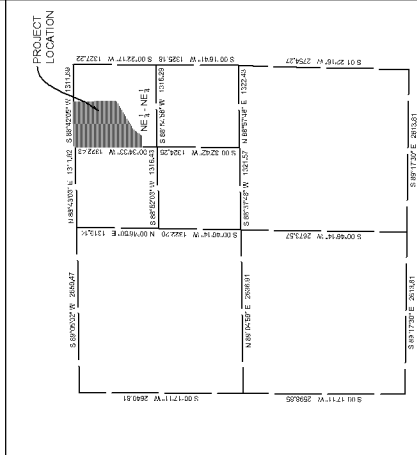
### DESCRIPTION OF PROPOSED PARCEL

The part of the Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4), Section Thirty (30), Township North, Range Twenty-five (25) West of the Fourth Principal Meridian, less the South 250 feet of the West 347 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township North, Range 25 West, Itasca County, Minnesota, lying within the following described figure:

BEGINNING at the Northwest Corner of the said NE 1/4 of the NE 1/4, thence North 88 degrees 42 minutes 05 seconds East, along the north line of the said NE 1/4 of the NE 1/4, a distance of 699.68 feet, thence South 11 degrees 17 minutes 25 seconds East a distance of 268.17 feet, thence South 26 degrees 03 minutes 59 seconds West a distance of 180.00 feet, thence South 56 degrees 59 minutes 01 second West a distance of 174.43 feet to the north line of the said South 250 feet of the West 347 feet of the Northeast Quarter of the Northeast Quarter of Section 30, Township North, Range 25 West, Itasca County, Minnesota, along the said line a distance of 199.25 feet to the Point of Beginning, thence 34 minutes 33 seconds East, along the east line, a distance of 107.52 feet to the Point of Beginning and there terminating.

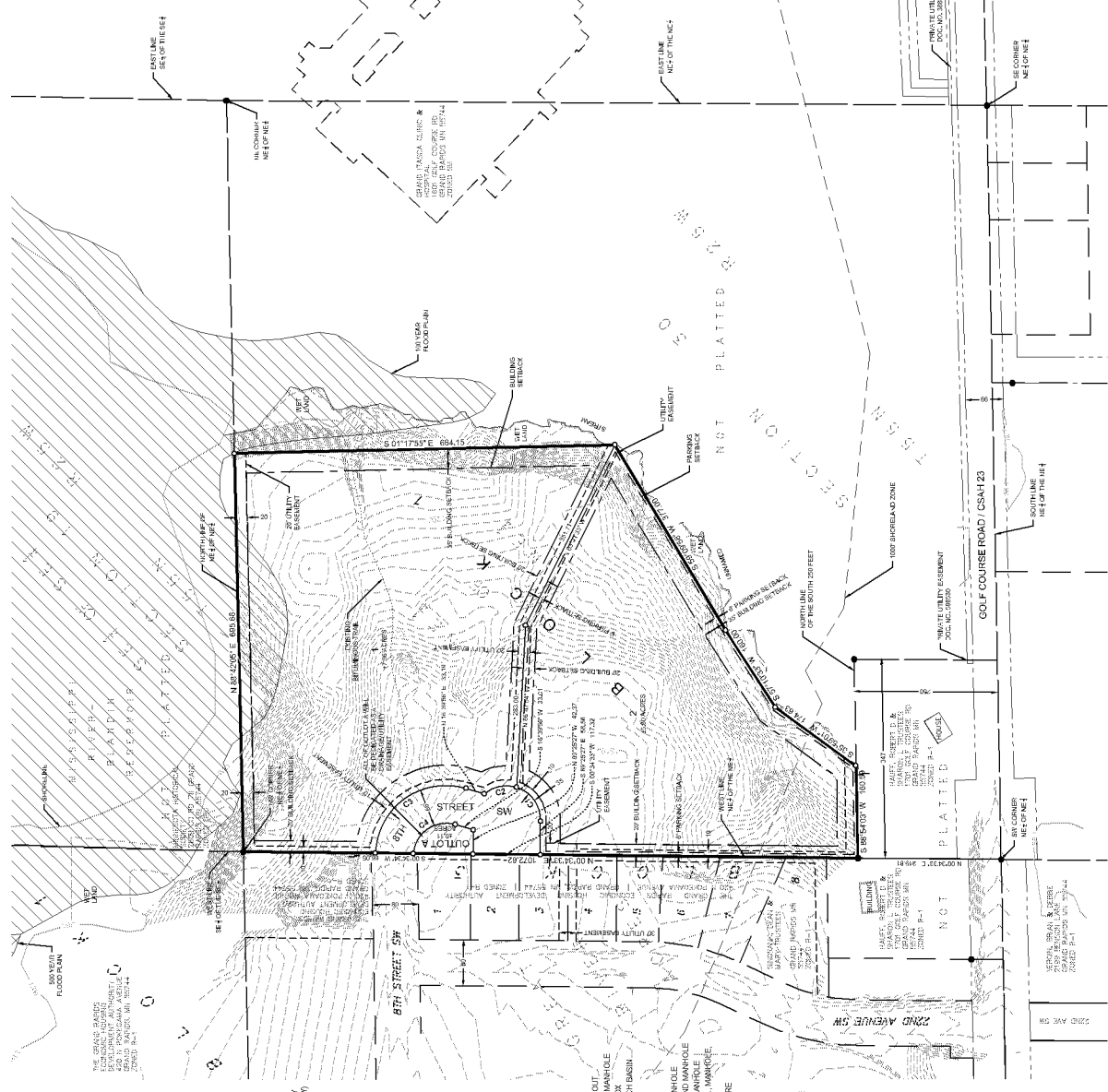
Excepting all minerals and mineral rights. Subject to restrictions, reservations, and assessments of record. Containing approximately 14.44 acres.

SURVEYOR'S NOTE: Subject to future rights which lie on or below the elevation of 1239.34 feet as described in Book 18 MR, page 150, dated January 3, 1907.



### VICINITY MAP

SECTION 30, TOWNSHIP 55 NORTH, RANGE 25 WEST  
ITASCA COUNTY, MINNESOTA



THE GRAND PILLARS  
EXHIBIT A  
20 S. PHOENIX AVENUE  
MINNEAPOLIS, MN 55414  
2693 84-1

DEVELOPER/DOWNER  
GRAND ITASCA HOSPITAL  
14.45 ACRES  
GRAND PILLARS, MN 55744

DESIGNER  
SHORT ELLIOTT HENRICKSON INC.  
21 NORTHEAST 6TH STREET, SUITE 200  
GRAND RAPIDS, MN 55744

CONTOUR INFORMATION  
CONTOURS SHOW HAZE  
FROM  
FIELD OBSERVATION.

ZONING  
CURRENT ZONING IS M  
(MEDICAL AND SMALL  
OFFICE)  
PROPOSED ZONING IS SR-4  
(RESIDENTIAL HIGH DENSITY)

BILLING SETBACKS  
FRONT = 35'  
REAR = 20'  
STREET SIDE = 30'

PARKING SETBACKS  
FRONT = 10'  
INTERIOR SIDE = 0'  
REAR = 10'

EXISTING  
RIGHT OF WAY  
DRAINAGE UTILITY EASEMENT  
PROPERTY LINE  
PARKING SETBACK  
BENCH MARK  
CONTROL POINT  
FOUND MONUMENT  
SET MONUMENT  
FORCE MAIN AND LET STATION  
SANTARIUM SEWER SERVICE & CLEANOUT  
WATER MAIN, HYDRANT, VALVE AND MANHOLE  
STORM SEWER MANHOLE AND CATCH BASIN  
GAS MAIN, VALVE, VEHT AND METER  
OVERHEAD OPTIC CABLE AND MANHOLE  
BURIED PHONE CABLE, PEDESTAL AND MANHOLE  
BURIED TV CABLE, PEDESTAL AND MANHOLE  
TRANSFORMER AND METER  
OVERHEAD WIRE, POLE AND GUY WIRE  
LIGHT POLE  
STREET LIGHT  
STREET NAME SIGN  
SIGN (NON STREET NAME)  
RAILROAD TRACKS  
BUSH / SHRUB AND STUMP  
EDGE OF WOODED AREA  
WETLAND  
BUILDING  
FENCE (UNIDENTIFIED)  
CHAIN LINK FENCE  
ELECTRIC WIRE FENCE  
WOOD FENCE  
WOOD PILE  
PLATE BEAM GUARDRAIL  
CABLE GUARDRAIL  
POST / ROLL-UP  
RETAINING WALL

SURVEY  
SURVEY BASELINE  
COUNTY  
SECTION  
QUARTER  
CORNER LIMITS  
RAILROAD RIGHT OF WAY

100 0 100 200  
FEET



CITY OF GRAND RAPIDS  
ITS IN MINNESOTA'S NATURE

**Preliminary Plat Application**  
Community Development Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744  
Tel. (218) 326-7601 Fax (218) 326-7621  
Web Site: www.cityofgrandrapidsmn.com

All subdivisions in the City of Grand Rapids shall be in compliance with the Grand Rapids City Code, Articles V (Subdivisions) and VI (Zoning). The City Code can be viewed on the City of Grand Rapids web site, www.cityofgrandrapidsmn.com (follow the prompts for City Code).

**PLAT NAME:** The Pillars

Applicant/Business Name: Oppidan Holdings, LLC

Contact Person: Michelle Riedel

Address: 400 Water Street, Suite 200 Zip: 55331

Telephone:(Work) 952-294-0353 (Other) \_\_\_\_\_ (Fax) \_\_\_\_\_

E-mail Address: michelle@oppidan.com

Interest In Property: Senior Housing Development

Property Owner(s) of record: Grand Itasca Hospital

Address: 1601 Golf Course Road, Grand Rapids, MN Zip: 55744

Telephone:(Work) 218-999-1702 (Other) \_\_\_\_\_ (Fax) \_\_\_\_\_

Surveyor or Engineer: Sara Christenson, SEH

Address: 21 NE 5th Street, Grand Rapids, MN 55744

Telephone:(Work) 218-322-4513 (Other) 218-360-0463 (Fax) \_\_\_\_\_

E-mail Address: schristenson@sehinc.com

**Office Use Only**

**DEC 06 2019**

Date Received \_\_\_\_\_

Certified Complete 12/6/19

Fee Paid \$2,525.00

Does the subdivision boundary abut a state rail bank or established trunk highway (requiring road review):  Yes  No

Planning Commission Recommendation: (Preliminary) Approved \_\_\_\_\_ Denied \_\_\_\_\_ Meeting Date 1/8/2020  
(Final) Approved \_\_\_\_\_ Denied \_\_\_\_\_ Meeting Date \_\_\_\_\_

City Council Action: (Preliminary) Approved \_\_\_\_\_ Denied \_\_\_\_\_ Meeting Date 1/27/20  
(Final) Approved \_\_\_\_\_ Denied \_\_\_\_\_ Meeting Date \_\_\_\_\_

**Parcel Information:**

Tax Parcel #(s) 91-030-1102 Property Size(acres): 6.3 acres

Existing Zoning: Medical

Proposed Zoning\*1: SR-4

Existing Use: Vacant, undeveloped

Proposed Use(s): 120-unit senior housing development

Property Address/Location: \_\_\_\_\_

Legal Description: See attached.

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

(attach additional sheet if necessary)

Applications must be received no later than the end of the first week of the month, to allow sufficient time for review by staff and the department head review committee. Planning Commission meetings are held on the first Thursday of each month.

\*1 If a zoning change is required, a petition for rezoning must be filed separately.

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

  
\_\_\_\_\_  
Signature(s) of Applicant(s)

12/3/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City's Signature (if different than applicant)

12/3/19  
\_\_\_\_\_  
Date

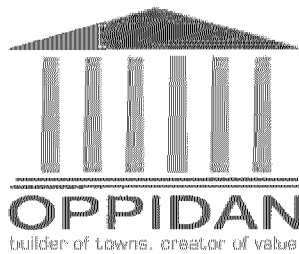
**Required Submittals:** The following items must be provided with your application, unless the Director of Community Development waives a requirement.

- Application Fee - \$2,525.00 \*<sup>2</sup>
- Proof of Ownership – (a copy of a property tax statement or deed will suffice)
- 2 copies of the Preliminary Plat (D- size--22" X 34")
- 1 copy of the Preliminary Plat (B size—11" x 17")
- A letter from the County Recorder verifying that the subdivision name is not duplicated elsewhere in the County.
- A typed letter, addressed to the Grand Rapids Planning Commission, indicating the following:
  - A statement of the proposed use of all of the lots
  - A listing of any proposed protective covenants.
  - Proposed reapportionment of any existing assessments.
- A letter from the Itasca County Soil and Water Conservation District verifying the presence/or lack of wetlands.
- A copy of an updated Title Opinion or Title Insurance Policy showing proof of ownership of the property being subdivided.
- A copy of a current Assessment Certificate from the City Clerk showing whether or not there are any current assessments on the property.
- Copy of current year's Tax Statement.
- Electronic files of any written project statements, legal descriptions, or narratives, and plans in Microsoft Word format and pdf.

*\*<sup>2</sup>The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

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



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400 Water Street · Suite 200 · Excelsior, MN 55331 · T: 952.294.0353 · F: 952.294.0151 · www.oppidan.com

December 5, 2019

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

RE: Preliminary Plat Application Letter to the Planning Commission

Grand Rapids Planning Commission,

Per the requirements of the City of Grand Rapids Preliminary Plat application Oppidan, Inc. is applying, on behalf of Grand Itasca Hospital, and would like to introduce The Pillars of Grand Rapids, a 120-unit senior living community for Independent, Assisted Living and Memory Care residents.

This proposed development would require approximately 6 acres of land for development. Within this proposed community are several amenities including heated, underground parking, a fitness center, pub, theater room, salon and spa, chapel, roof deck and outdoor activity space. Grand Itasca Hospital would retain the remaining 9 acres for future development allowed by the Shoreline Density Tier provisions.

**Listing of Any Proposed covenants**

N/A - It is the decision of the Oppidan and the Grand Itasca not to create any restrictions on development of remaining lands.

**Proposed Reapportionment of any existing assessments**

N/A – There are no existing easements to reapportion.

We look forward to working with you, the Planning Commission, and the City to work through additional details of this proposal.

Sincerely,

Oppidan, Inc.

## Legal Description

### DESCRIPTION OF PARENT PARCEL:

*The Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), Section Twenty-nine (29), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, LESS the South 191 feet of the East 363 feet thereof;*

AND

*The Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), Section Thirty (30), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, less the South 250 feet of the West 347 feet thereof;*

*All according to the United States Government Survey thereof, Itasca County, Minnesota.*

### DESCRIPTION OF PROPOSED PARCEL to be subdivided:

*That part of the Northeast Quarter of the Northeast Quarter (NE ¼ of NE ¼), Section Thirty (30), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, less the South 250 feet of the West 347 feet thereof, according to the United States Government Survey thereof, Itasca County, Minnesota, lying within the following described figure:*

*BEGINNING at the Northwest Corner of the said NE ¼ of the NE ¼, thence North 88 degrees 42 minutes 05 seconds East, along the north line of the said NE ¼ of the NE ¼, a distance of 695.68 feet; thence South 1 degree 17 minutes 55 seconds East a distance of 664.15 feet; thence South 59 degrees 09 minutes 58 seconds West a distance of 377.00 feet; thence South 57 degrees 10 minutes 33 seconds West a distance of 160.00 feet; thence South 35 degrees 59 minutes 01 second West a distance of 174.63 feet to the north line of the said South 250 feet of the West 347 feet; thence South 88 degrees 54 minutes 03 seconds West, along said north line, a distance of 160.59 feet to the west line of said NE ¼ of the NE ¼, thence North 00 degrees 34 minutes 33 seconds East, along said west line, a distance of 1072.62 feet to the Point of Beginning and there terminating.*

*Excepting all minerals and mineral rights. Subject to restrictions, reservations, and easements of record. Containing approximately 14.44 acres.*

SURVEYOR'S NOTE: Subject to flowage rights upon lands at or below the elevation of 1269.34 feet as described in Book 18 M.R., page 162, dated January 3, 1901.

## **Legal Description**

The Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), Section Twenty-nine (29), Township Fifty Five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, LESS the South 191 feet of the East 363 feet thereof;

AND

The Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼), Section Thirty (30), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, less the South 250 feet of the West 347 feet thereof;

All according to the United States Government Survey thereof, Itasca County, Minnesota.

## **Project Narrative**

Approximately 6 acres of land owned by the Grand Itasca Hospital described in the application are proposed to be platted and rezoned in compliance with the City of Grand Rapids ordinance. Oppidan Holdings, LLC has entered into agreement with Grand Itasca Hospital to lease the land located near 1601 Golf Course Road for a proposed new senior living community.

Before development plans began, Oppidan contracted a Senior Living Consultant to perform a market study to determine demand for senior residential units for Independent Living, Assisted Living and Memory Care. The study supports the proposed 120-unit community. Oppidan will own the community and has entered into an agreement with Ebenezer Management Services to manage the community. Ebenezer is wholly owned by Fairview Health Services and brings a wealth of experience and awareness to the aging population from both a caring living experience to necessary healthcare provisions. This will be the sixth community partnership between Oppidan and Ebenezer.

As mentioned, this proposed community will be 120 units of Independent Living, Assisted Living and Memory Care. Oppidan has partnered with Kaas Wilson Architects to design the building. Oppidan and Kaas Wilson have worked on two additional senior communities in the past and Kaas Wilson has worked with Ebenezer on numerous projects. This partnership will allow the proposed development to provide state of the art amenities for seniors throughout their various stages of care. Oppidan has also partnered with SEH for the civil piece of the design and will rely heavily on their familiarity and knowledge of Grand Rapids.

## **Proposed Use of all the lots**

This proposed development would require 6 acres of land for development. This includes 120 apartments for residents looking for Independent and Assisted Living as well as Memory Care. Included in this proposed community are several amenities including heated, underground parking, a fitness center, pub, theater room, salon and spa, chapel, roof deck and outdoor activity space.

Grand Itasca Hospital would retain an additional 9 acres for future development allowed by the Shoreline Density Tier provisions.



## **Surrounding Site**

The area surrounding this site has been zoned residential and is currently being developed by the City of Grand Rapids. These plans include single-family homes and a nearby elementary school. Our proposed senior housing community fits well within this new development and would create a unique opportunity for intergenerational activities between the seniors, the students and the neighbors.

We also know that there is a great need for senior housing in the City of Grand Rapids and the proposed development will provide for a great alternative location with unique amenities and a well-known operator in Ebenezer.

## **Comprehensive Plan**

The proposed senior housing community development falls directly in line with the vision set forth in the City of Grand Rapids' Comprehensive Plan. The addition of this community in a developing area adds to the diversity of housing options provided in the area by blending seamlessly with the City's proposed single-family homes that are currently under development.

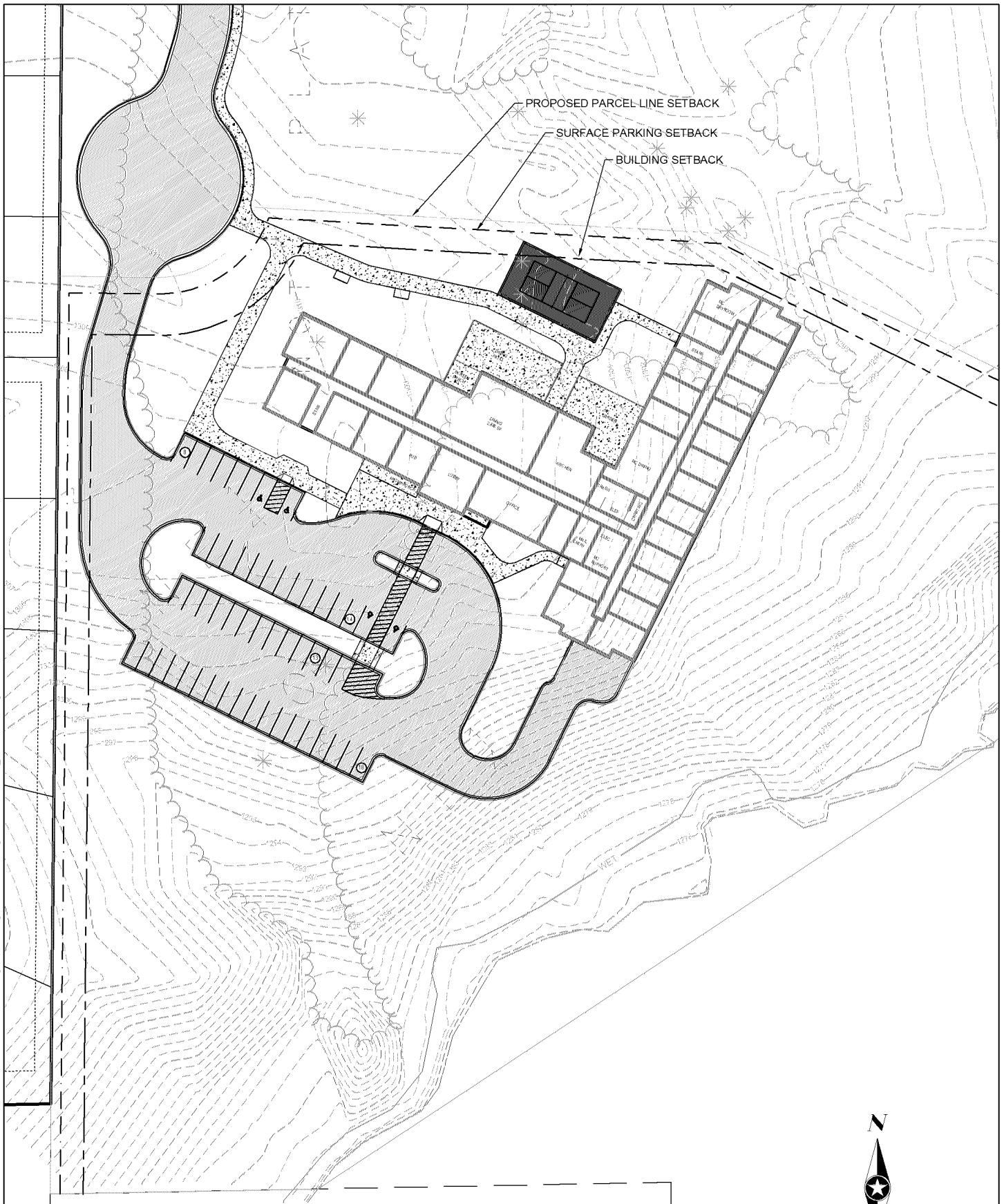
This proposed community provides safe, healthy living options for the seniors of Grand Rapids and surrounding communities. Great care and attention to detail are put into designing a building that is safe and comfortable for its residents but also for the surrounding users. Each roadway, bike path and park bench are designed with safety, functionality and accessibility in mind for our aging population and those nearby.

One of the best features of this site, while also being one of the biggest challenges, is its forestry and topography. While the site will change during development, we intend to save as much of the surrounding landscape as possible. This is one of the biggest draws to the site and our intent is to enhance this wooded setting in a way that will allow residents and visitors to appreciate the surrounding beauty.

Additionally, one of the founding principles of The Pillars senior living communities is lifelong learning. In working with Ebenezer, we strive to create unique opportunities for our residents through community partnerships, intergenerational activities, access to education and programming through programs such as WellnessVR (virtual reality) and partnerships with the community. Oppidan communities benefit from experiences made possible through the Pillars Fund which provides unique opportunities for memory care residents living within our communities. These funds allow residents to create art, music and memories otherwise not possible.

We believe that the Pillars of Grand Rapids will provide seniors of the Grand Rapids area with a great alternative living option and we look forward to working with the City to make this a reality.

Save: 11/12/2019 11:49 AM schristensen Plot: 11/12/2019 12:02 PM P:\KOK\KJTJTH\153062\5-final-dsgn\51-drawings\10-Civil\cad\dwg\exhibit\KT153062\_ExhibitGL1.dwg




PHONE: 218.322.4500  
21 NE 5TH ST STE 200  
GRAND RAPIDS, MN 55744  
www.sehinc.com

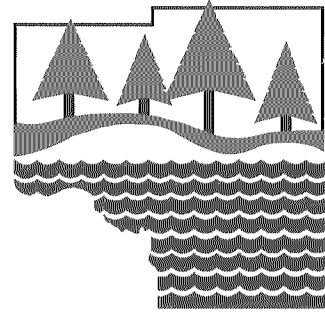
FILE NO.  
KTJTH 153062

DATE:  
11/12/2019

**OPPIDAN EXHIBIT  
GENERAL SITE LAYOUT  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
NO. GL1**

**NICOLLE ZUEHLKE**  
**COUNTY RECORDER/REGISTRAR**  
Itasca County Courthouse  
123 N.E. 4th Street  
GRAND RAPIDS, MINNESOTA 55744-2600  
(218) 327-2856 • FAX (218) 327-0689



November 25<sup>th</sup>, 2019

Michael Hudec  
SEH

RE: Plat Name

Dear Michael,

Let it be known that there is no recorded plat in the office of the Itasca County Recorder or Itasca County Registrar of Titles in the name of "The Pillars".

Sincerely,

*Nicole Zuehlke*

Nicolle Zuehlke  
Itasca County Recorder/Registrar

# Minnesota Wetland Conservation Act

## Notice of Decision

Local Government Unit (LGU) <b>Itasca County Soil &amp; Water Conservation District</b>	Address <b>1889 E. Highway 2 Grand Rapids, MN 55744</b>
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### 1. PROJECT INFORMATION

Applicant Name <b>Oppidan Holdings. LLC</b> Agent: <b>Erin Budrow</b>	Project Name <b>Oppidan Complex</b>	Date of Application <b>10/30/2018</b>	Application Number <b>2018/29</b>
<input checked="" type="checkbox"/> Attach site locator map.			

Type of Decision:

<input checked="" type="checkbox"/> Wetland Boundary or Type Sequencing	<input type="checkbox"/> No-Loss	<input type="checkbox"/> Exemption	<input type="checkbox"/>
<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Banking Plan		

Technical Evaluation Panel Findings and Recommendation (if any):

<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Approve with conditions	<input type="checkbox"/> Deny
Summary (or attach): TEP recommends approval of this application		

### 2. LOCAL GOVERNMENT UNIT DECISION

Date of Decision: 11/29/2018
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved with conditions (include below) <input type="checkbox"/> Denied

LGU Findings and Conclusions (attach additional sheets as necessary):

LGU found application received 10/30/2018  
 LGU found wetlands to be jurisdictional  
 LGU found the single wetland basin consisting of Type 2,3,6, and 7 wetlands to be typed correctly  
 LGU found the single wetland basin consisting of Type 2,3,6, and 7 wetlands to have a correct boundary

In conclusion LGU recommends approval of this application

For Replacement Plans using credits from the State Wetland Bank:

Bank Account #	Bank Service Area	County	Credits Approved for Withdrawal (sq. ft. or nearest .01 acre)

**Replacement Plan Approval Conditions.** In addition to any conditions specified by the LGU, the approval of a Wetland Replacement Plan is conditional upon the following:


**Financial Assurance:** For project-specific replacement that is not in-advance, a financial assurance specified by the LGU must be submitted to the LGU in accordance with MN Rule 8420.0522, Subp. 9 (List amount and type in LGU Findings).

**Deed Recording:** For project-specific replacement, evidence must be provided to the LGU that the BWSR "Declaration of Restrictions and Covenants" and "Consent to Replacement Wetland" forms have been filed with the county recorder's office in which the replacement wetland is located.

**Credit Withdrawal:** For replacement consisting of wetland bank credits, confirmation that BWSR has withdrawn the credits from the state wetland bank as specified in the approved replacement plan.

**Wetlands may not be impacted until all applicable conditions have been met!**

LGU Authorized Signature:

Signing and mailing of this completed form to the appropriate recipients in accordance with 8420.0255, Subp. 5 provides notice that a decision was made by the LGU under the Wetland Conservation Act as specified above. If additional details on the decision exist, they have been provided to the landowner and are available from the LGU upon request.		
Name <b>Waylon Glienke</b>	Title <b>Wetland Specialist</b>	
Signature 	Date <b>11/29/2018</b>	Phone Number and E-mail <b>218-328-3091</b> <b>waylon.glienke@itascaswcd.org</b>

THIS DECISION ONLY APPLIES TO THE MINNESOTA WETLAND CONSERVATION ACT. Additional approvals or permits from local, state, and federal agencies may be required. Check with all appropriate authorities before commencing work in or near wetlands.

Applicants proceed at their own risk if work authorized by this decision is started before the time period for appeal (30 days) has expired. If this decision is reversed or revised under appeal, the applicant may be responsible for restoring or replacing all wetland impacts.

This decision is valid for three years from the date of decision unless a longer period is advised by the TEP and specified in this notice of decision.

**3. APPEAL OF THIS DECISION**

Pursuant to MN Rule 8420.0905, any appeal of this decision can only be commenced by mailing a petition for appeal, including applicable fee, within thirty (30) calendar days of the date of the mailing of this Notice to the following as indicated:

Check one:

<input type="checkbox"/> Appeal of an LGU staff decision. Send petition and \$_____ fee (if applicable) to:	<input type="checkbox"/> Appeal of LGU governing body decision. Send petition and \$500 filing fee to: Executive Director Minnesota Board of Water and Soil Resources 520 Lafayette Road North St. Paul, MN 55155
---	---

**4. LIST OF ADDRESSEES**

<input checked="" type="checkbox"/> SWCD TEP member: <b>Kim Yankowiak (kim.yankowiak@itascaswcd.org)</b>
<input checked="" type="checkbox"/> BWSR TEP member: <b>Matt Johnson (matthew.johnson@state.mn.us)</b>
<input type="checkbox"/> LGU TEP member (if different than LGU Contact):
<input checked="" type="checkbox"/> DNR TEP member: <b>Rian Reed (rian.reed@state.mn.us)</b>
<input type="checkbox"/> DNR Regional Office (if different than DNR TEP member)
<input type="checkbox"/> WD or WMO (if applicable):

<input checked="" type="checkbox"/>	Applicant and Landowner (if different)
<input checked="" type="checkbox"/>	Members of the public who requested notice: <b>Itasca County Environmental Services (Jim.Gustafson@co.itasca.mn.us)</b>
<input checked="" type="checkbox"/>	Corps of Engineers Project Manager
<input type="checkbox"/>	BWSR Wetland Bank Coordinator (wetland bank plan decisions only)

**5. MAILING INFORMATION**

- For a list of BWSR TEP representatives: [www.bwsr.state.mn.us/aboutbwsr/workareas/WCA\\_areas.pdf](http://www.bwsr.state.mn.us/aboutbwsr/workareas/WCA_areas.pdf)
- For a list of DNR TEP representatives: [www.bwsr.state.mn.us/wetlands/wca/DNR\\_TEP\\_contacts.pdf](http://www.bwsr.state.mn.us/wetlands/wca/DNR_TEP_contacts.pdf)
- Department of Natural Resources Regional Offices:

<b>NW Region:</b> Reg. Env. Assess. Ecol. Div. Ecol. Resources 2115 Birchmont Beach Rd. NE Bemidji, MN 56601	<b>NE Region:</b> Reg. Env. Assess. Ecol. Div. Ecol. Resources 1201 E. Hwy. 2 Grand Rapids, MN 55744	<b>Central Region:</b> Reg. Env. Assess. Ecol. Div. Ecol. Resources 1200 Warner Road St. Paul, MN 55106	<b>Southern Region:</b> Reg. Env. Assess. Ecol. Div. Ecol. Resources 261 Hwy. 15 South New Ulm, MN 56073
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For a map of DNR Administrative Regions, see: [http://files.dnr.state.mn.us/aboutdnr/dnr\\_regions.pdf](http://files.dnr.state.mn.us/aboutdnr/dnr_regions.pdf)

- For a list of Corps of Project Managers: [www.mvp.usace.army.mil/regulatory/default.asp?pageid=687](http://www.mvp.usace.army.mil/regulatory/default.asp?pageid=687)  
or send to:

US Army Corps of Engineers  
St. Paul District, ATTN: OP-R  
180 Fifth St. East, Suite 700  
St. Paul, MN 55101-1678

- For Wetland Bank Plan applications, also send a copy of the application to:  
Minnesota Board of Water and Soil Resources  
Wetland Bank Coordinator  
520 Lafayette Road North  
St. Paul, MN 55155

**6. ATTACHMENTS**

In addition to the site locator map, list any other attachments:	
<input checked="" type="checkbox"/>	Application attached
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

# ITASCA COUNTY

Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids, MN  
55744

218-327-2859  
www.co.itasca.mn.us

Property ID: 91-030-1102  
Owner: GRAND ITASCA CLINIC & HOSPITAL

### Taxpayer(s):

TAXPAYER # 44154  
GRAND ITASCA CLINIC & HOSPITAL  
1601 GOLF COURSE RD  
GRAND RAPIDS MN 55744

### Property Description:

GRAND RAPIDS CITY  
SEC:30 TWP: 55.0 RG:25 LOT: BLK: ACRES: 36.80  
NE NE LESS S 250FT OF W 347FT & LESS CO RD

## 2019 Property Tax Statement

VALUES & CLASSIFICATION		
Taxes Payable Year: 2018		
2019		
STEP 1	Estimated Market Value:	26,480,100
	Homestead Exclusion:	
	Taxable Market Value:	26,480,100
	New Improvements/Expired Exclusions:	
	Property Classification:	TAX EXEMPT
	Sent in March 2018	
STEP 2	<b>PROPOSED TAX</b>	
	Proposed Tax: (excluding special assessments)	
	Sent in November 2018	
STEP 3	<b>PROPERTY TAX STATEMENT</b>	
	First-half Taxes: May 15	45.00
	Second-half Taxes:	
	Total Taxes Due in 2019:	45.00

\$\$\$

You may be eligible for one or even two refunds to reduce your property tax.

**REFUNDS?** Read the back of this statement to find out how to apply.

Taxes Payable Year:		2018	2019
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.		<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.			
<b>PROPERTY TAX AND CREDITS</b>			
3. Property tax before credits			
4. Credits that reduce property taxes:			
A. Agricultural and rural land credits			
B. Taconite tax relief			
C. Other credits			
5. Property tax after credits			
<b>PROPERTY TAX BY JURISDICTION</b>			
6. County			
7. City or Town			
8. State General Tax			
9. School District: A. Voter approved levies			
0318 B. Other local levies			
10A. Special taxing district			
B. Tax increment			
C. Fiscal disparity			
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments			
<b>SPECIAL ASSESSMENTS</b>			
13A. SOLID WASTE ASSMT (EXEMPT PROPERTY)			45.00
B. SOLID WASTE ASSMT (EXEMPT PROPERTY)		45.00	
C.			
14. Total property tax and special assessments		45.00	45.00

ISSUED: 10/01/2019

### 2 ND HALF PAYMENT STUB



\*910301102

TAXPAYER # 44154  
GRAND ITASCA CLINIC & HOSPITAL

**TAX EXEMPT ACCT# 73386**

Property ID Number: 91-030-1102	
Full Tax for Year	.00
Balance Due	.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

ISSUED: 10/01/2019

10000009103011022019073386

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### Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:  
County Auditor/Treasurer

Mail to: Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids, MN  
55744

Check if address change on back   
If box is checked you owe delinquent taxes   
Detach stub and include with second half payment

### Payable in 2019

R

CASH   
CHECK   
COUNTER   
MAIL

### 1 ST HALF OR FULL PAYMENT STUB



\*910301102

TAXPAYER # 44154  
GRAND ITASCA CLINIC & HOSPITAL

**TAX EXEMPT ACCT# 73386**

Property ID Number: 91-030-1102	
Full Tax for Year	45.00
Balance Due	.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

ISSUED: 10/01/2019

10000009103011022019073386

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### Pay on or before May 15 to avoid penalty Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:  
County Auditor/Treasurer

Mail to: Itasca County  
Auditor/Treasurer  
123 NE 4th Street  
Grand Rapids, MN  
55744

Check if address change on back   
If box is checked you owe delinquent taxes   
Detach stub and include with first half or full payment

### Payable in 2019

R

CASH   
CHECK   
COUNTER   
MAIL

ASSESSMENT CERTIFICATE

STATE OF MINNESOTA )  
COUNTY OF ITASCA ) SS  
CITY OF GRAND RAPIDS )

I, the Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

**Parcel No. 91-030-1102**

**Legal Description: NE NE LESS S 250FT OF W 347FT & LESS CO RD**

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 14<sup>th</sup> day of November, 2019.

  
Barbara A. Baird, Finance Director





## Embedded Secure Document

The file <https://grandrapids.legistar.com/View.ashx?M=F&ID=7998456&GUID=7C296325-1977-4A31-B9AC-7709468135CB> is a secure document that has been embedded in this document. Double click the pushpin to view.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0834      **Version:** 1      **Name:** Mailbox Policy  
**Type:** Agenda Item      **Status:** Engineering\Public Works  
**File created:** 12/23/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider adoption of the City of Grand Rapids Mailbox Policy  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [GR Mailbox Policy](#)

Date	Ver.	Action By	Action	Result
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Consider adoption of the City of Grand Rapids Mailbox Policy

**Background Information:**

The Public Works Department regularly deals with non-compliant mailboxes within City right-of-way. The attached policy provides consistent guidance on how mailboxes and supports should be installed and maintained within City right-of-way.

**Staff Recommendation:**

Public Works Director / City Engineer Matt Wegwerth is recommending the adoption of the attached Mailbox Policy effective January 13, 2020.

**Requested City Council Action**

Make a motion to adopt the Mailbox Policy effective January 13, 2020.

# City of Grand Rapids - Mailbox Policy

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The purpose of this policy is to establish uniformity and consistency in the application, installation, and maintenance of mailboxes and their supports on all roadways within the city limits of Grand Rapids.

It is the goal of the City of Grand Rapids to provide public right-of-way for the travelling public that is safe, efficient, and free of unnecessary hazards, while providing minimum inconvenience to property owners. Minnesota law declares certain mailbox installations to be a public nuisance, a road hazard, and a danger to the health and safety of the travelling public (Minnesota Rules Chapter 8818), and authorizes the road authority to remove and replace the nonconforming supports (Statute 169.072).

## Regulations

The important features of an approved, conforming mailbox design for roadways include the following:

1.  The post located a minimum of 3 feet from the edge of the road shoulder
2.  The front of the mailbox located above the edge of the shoulder
3.  The bottom of the box at the proper height (normally 41-inch minimum to 45-inch maximum)
4.  An installation that will pivot or rotate in some fashion when a snowplow hits the mailbox

## Policy

The City of Grand Rapids will replace all nonconforming mailbox supports as part of a reconstruction/resurfacing project. The City will continue to monitor existing mailbox supports and notify owners of their noncompliance and offer installation of approved supports for a fee.

## Policy Criteria

### Replacement of Mailbox Supports

The City will provide and install, at the City's expense, conforming mailbox supports within the limits of all city street reconstruction and resurfacing projects. The City is able to provide this service only on reconstruction/resurfacing projects since they are an eligible state aid expense and are therefore reimbursable.

### Replacement of Unlawful Mailbox Supports and Installations

Any mailbox support deemed unlawful by the City, as defined by Minnesota Rules Chapter 8818, must be replaced. Once a support is deemed unlawful, the owner will be notified in writing that the owner must replace it within 60 days. As an incentive to use approved supports, the City provides the following options:

1.  The owner may purchase the support from the City at the current rate, install it him- or herself, and remove the unlawful support.
2.  At the request of the owner, the City will furnish and install an approved support and owner will be invoiced. An unlawful support remaining after the expiration of the 60-day period will be removed and replaced by the City at the owner's expense.

### Replacement of Damaged Mailbox Supports by the City of Grand Rapids

The City will replace lawful mailbox supports (up to \$175) damaged by City equipment during snowplowing operations or other maintenance activities provided the support was properly installed according to U.S. Postal and City standards. The City will not replace supports damaged by third parties.

## **Mailbox Support Requirements—Right-of-Way Permits**

The City will require that all mailbox supports associated with the issuance of a right-of-way permit be constructed in accordance with the specifications for lawful supports. The property owner will pay for the cost of the supports. The City will furnish and install an approved support for the fee currently in effect. The owner may opt to purchase the support from the City at the current rate, and install it him or herself.

## **Miscellaneous Attachments to Mailbox Supports**

Newspaper delivery boxes, advertisement delivery boxes, nameplates, address plates, etc., must not be installed underneath the mailbox, whether attached to the mailbox support or on a separate post. The area underneath the mailbox must remain free of obstructions in order to allow the unhindered passage of the snowplow wing blade. Obstacles interfering with the wing blade force the plow to swerve, often into the oncoming lane, creating an unsafe situation for motorists and plow operators.

## **Ownership of Mailbox Supports**

Mailboxes and mailbox supports are the property of the mail route patron. The City does not issue written permits for the placement of mailboxes within the road right-of-way, nor does its easements provide for mailbox construction. All mailboxes placed within the road right-of-way are placed there at the owner's risk. Replacement or installation of mailbox supports by the City does not signify any change of ownership. The support remains the property of the owner, and it is the owner's responsibility to maintain to conformance standards.

## **Interruption of Mail Delivery**

When the City must remove and replace a mailbox support, it must be done in such a manner as to cause no interruption of mail delivery, if at all possible.

## **Spacing of Mailbox Supports**

In accordance with Minnesota Rules Chapter 8818, mailbox supports shall be spaced no closer than 30 inches.

## **Call Before You Dig (Gopher State One Call)**

Forty-eight hours before installation of any new mailbox support, contact the Gopher State One Call for utility locates (1-800-252-1166).

## **Financial Considerations**

The new mailbox supports that have been installed by the City become and remain the property of the owner upon completion of the installation. Maintenance of mailbox supports becomes the responsibility of the owner. Mailboxes are the owner's responsibility and must conform to U.S. Postal Service requirements.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0835      **Version:** 1      **Name:** PW Loader bucket  
**Type:** Agenda Item      **Status:** Engineering\Public Works  
**File created:** 12/23/2019      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider approving a rental and purchase agreement with Ziegler Cat  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** 1. Ziegler loader agreement

Date	Ver.	Action By	Action	Result
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Consider approving a rental and purchase agreement with Ziegler Cat

**Background Information:**

PW staff regularly load sand/salt into plow trucks during the winter months. A standard loader bucket is 8.5' wide, which is wider than the hopper opening on the top of the trucks. Because the bucket is wider, deicing material is spilled on the trucks and ground when loading causing safety and maintenance concerns. The new loader bucket is 7' wide, which matches the opening width. The proposed rental and purchase agreement allows us to rent the new bucket prior to purchasing it. The final purchase will be made from the public works 2020 vehicle maintenance budget.

**Staff Recommendation:**

Public Works Director Matt Wegwerth recommends approval of the rental and purchase agreement

**Requested City Council Action**

A motion approving a rental and purchase agreement with Ziegler Cat for a loader bucket and approve payment in the amount of \$12,491.35



**NEW PRODUCT  
PURCHASE AGREEMENT**

Account No: 3315000

Date: 09/26/2019

Purchaser: City of Grand Rapids

Ship To: \_\_\_\_\_

Address: 420 N Pokegama Ave

City, State, Zip

Code: Grand Rapids, MN 55744-2658

Shipment to be made on or about: \_\_\_\_\_

Via: \_\_\_\_\_ FOB - City and Zip:

Buhl, MN

QUANTITY	DESCRIPTION OF PRODUCTS	PRICE
1	84" wide loader bucket with JRB quick coupler back	\$ 12,350.00

Total Selling Price \$ 12,350.00

Net Allowance \$ 0.00

Sub Total \$ 12,350.00

Applicable Sales Tax 0.000%

Sales Tax \$ 0.00

TOTAL \$ 12,350.00

Less Cash with Order \_\_\_\_\_

BALANCE DUE \$ 12,350.00

TRADE ALLOWANCE \_\_\_\_\_ Less Balance Owing on Trade-in \$ \_\_\_\_\_

TRADE MAKE, MODEL, &S/N \_\_\_\_\_

TERMS: Rental rate \$800 per month. 100% of rent to apply to purchase less interest at 3% over floating prime. To be converted January 2020.

Sales Tax Exempt  YES  NO  
(Certificate must accompany)

**EXCLUSION OF PRODUCT WARRANTIES**

- 1.) EXCLUSION OF WARRANTIES ZIEGLER INC. as Seller, and the above Purchaser agree that any IMPLIED WARRANTIES OF MERCHANTABILITY or IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express warranties attached hereto, are EXCLUDED from this transaction by ZIEGLER, INC. and shall not apply to the products sold.
- 2.) Purchaser further agrees that his SOLE AND EXCLUSIVE remedy, if any, against ZIEGLER, INC. shall be as contained in any express written warranty applicable hereto. Purchaser acknowledges that he has received, read, understands and accepts the terms contained therein. The Purchaser agrees that no other remedy (including but not limited to claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER or INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to Purchaser, whether said claims for injury or damages be asserted on the basis of warranty, negligence, strict liability or otherwise.

All new products are sold subject to the terms of the applicable manufacturer's warranty. Copies of the Warranty applicable to the purchase are attached hereto and the Purchaser by signing this order acknowledges receipt of said warranty.

**BILL OF SALE ON TRADED PRODUCT(S)**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for valuable consideration does hereby assign, grant, sell, transfer, and deliver unto ZIEGLER, INC. the following Product(s):

Make	Model	Serial Number	Make	Model	Serial Number
To have and to hold all and singular the said Product(s) to ZIEGLER, INC., its successors and assigns. The undersigned covenants with ZIEGLER, INC. that undersigned is the lawful owner of said Product(s); that undersigned has a good right to sell the same; that undersigned will warrant and defend same against the lawful claims and demands of all persons; that said Product(s) are free from all encumbrances except \$ _____ payable to _____ Address _____					
Signature _____			Date _____		

This Bill of Sale on traded Products shall be effective as of the time of delivery to Purchaser of the Products purchased by Purchaser hereunder, or at such earlier time as Seller may assume physical possession of the Traded Products.

<p>_____ Salesman's Signature</p> <p>This offer to purchaser is subject to availability of the Products described and does not become a binding contract for the purchase of the Products until accepted by ZIEGLER, INC.</p> <p>ACCEPTED: ZIEGLER, INC. By: _____ Date: _____ (Title)</p>	<p align="center"><b>THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM.</b></p> <p>Purchaser: _____</p> <p>By: _____ (Title) Date: _____</p>
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Paragraphs 1 through 4 apply only to products sold by CATERPILLAR INC., a California corporation, hereinafter referred to as CATERPILLAR.

1. **GRANT OF LIMITED WARRANTIES AND LIMITED REMEDIES:** The Purchaser acknowledges that the CATERPILLAR Product he has purchased is subject to a Limited Warranty ONLY by CATERPILLAR. CATERPILLAR products are sold or leased subject to several different express limited warranties covering various parts of the machine. These warranties are IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, including any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. The Purchaser signifies by his signature hereon that he has received the applicable CATERPILLAR WARRANTY FORM(S), has read, understand and accepts the terms contained herein.
2. Purchaser further agrees that his **SOLE AND EXCLUSIVE** remedy against ZIEGLER INC. and CATERPILLAR shall be as contained in the warranty forms he has received, read and understands. The Purchaser agrees that no other remedy (including but not limited to claims for **INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER, or INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL ECONOMIC OR INCIDENTAL LOSS**) shall be available to him whether said claims for injury or damages be asserted on the basis of warranty, negligence, strict liability or otherwise.
3. Neither ZIEGLER INC. nor CATERPILLAR will be responsible for any warranty other than that warranty as set out in the warranty (warranties) listed above. The Purchaser further acknowledges and agrees that this Agreement form contains all agreements between the Purchaser and the Seller and they are hereby accepted by the Purchaser. The Purchaser further agrees and acknowledges that no verbal contracts, agreements or warranties other than what is written in this Agreement have been given or received, and signature on this Agreement by the Purchaser acknowledges this fact.
4. **CATERPILLAR WARRANTIES** extend only to parts or attachments sold by CATERPILLAR TRACTOR. ZIEGLER INC. AND CATERPILLAR TRACTOR CO. **DISCLAIM ANY WARRANTY, express or implied, including any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, for parts or attachments manufactured by other companies.**

#### NON-CATERPILLAR PRODUCTS - EXCLUSION OF PRODUCT WARRANTY

1. **EXCLUSION OF IMPLIED WARRANTIES:** the parties agree that any **IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** and all other warranties, express or implied, except for any express warranties given by the manufacturer, are **EXCLUDED** from this transaction by ZIEGLER, INC. and shall not apply to the Product sold.
2. Purchaser further agrees that his **SOLE AND EXCLUSIVE** remedy against ZIEGLER INC. and the manufacturer shall be as contained in any manufacturer's warranty forms he has received. The Purchaser agrees that no other remedy (including but not limited to claims for **INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER, or INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS**) shall be available to him whether said claims for injury or damages be asserted on the basis of warranties, negligence, strict liability or otherwise.

#### TERMS AND CONDITIONS

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. If financing terms are required on this order, Seller's acceptance is subject to the approval of the Lender. If financing terms are required, Purchaser hereby agrees to execute any security agreement and any financing statement required by Lender, and authorizes Seller to execute any such documents in Purchaser's name.
3. This order, when accepted, shall be subject to prices in effect at time of delivery and the Purchaser agrees to pay the prices in effect at said time, even though different than the prices quoted in this order.
4. This order when accepted by Seller shall become a binding contract, but performance shall be conditioned upon and subject to strikes, accidents, fires, delays in manufacture or transportation, supply shortages, acts of God, embargoes, Governmental action or any other causes beyond the control of the Seller whether the same as, or different from, the matters and things hereinbefore specifically enumerated and any said causes having an adverse effect on Seller's ability to perform shall absolutely absolve the Seller from any liability to the Purchaser under the terms hereof.
5. The Seller's responsibility for shipments ceases upon delivery to a transportation company, and any claims for shortages, delays, or damages occurring thereafter shall be made by the Purchaser to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after delivery by the transportation company to the point of delivery.
6. The Purchaser agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and not or notes required to consummate the sale as above specified) it will incorporate all agreements between the parties relative to this transaction, and that the Seller is not bound by any representations or terms made by any agent relative to this transaction, which are not contained herein. This order shall not be binding upon the Seller until it is duly accepted in writing by an authorized official of the Seller. Any changes or modifications to this contract shall be made in writing and signed by both the Seller and Purchaser.
7. When the Products necessary to fill this order have been appropriated to this contract, the Purchaser agrees on demand to execute and deliver to the Seller the notes and contracts required by the Seller to evidence the transactions. In the event the Purchaser fails to execute and deliver said notes and contracts to the Seller, the entire balance of the purchase price shall upon Seller's tender of performance and at the Seller's option become immediately due and payable.
8. Purchaser agrees to pay any and all taxes, assessments, licenses and governmental charges of every kind and nature whatsoever upon said Products which may be imposed or assessed against or resulting on account of the possession or use of said Products by Purchaser.
9. Purchaser shall immediately upon delivery have and keep said Products insured against loss by fire, theft, collision, vandalism and any other such hazard as the Seller may require by insurance company acceptable to the Seller and in an amount equal at all times to the Balance Due on this Purchase Agreement.
10. Seller hereby expressly retains a security interest to said Products until final payment in cash due under this order or under any Time Sale Agreement executed pursuant hereto has been received by the Seller. If Purchaser fails or refuses to pay any amount when due, then all unpaid amounts become due and delinquent forthwith and Seller may enter upon Purchaser's premises or other premises where said Products are located and take possession of said Products without judicial process. In addition to the rights and remedies granted hereby, upon Purchaser's default, Seller may exercise all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.
11. This Agreement is to be governed in accordance with the laws of the state in which the Agreement was entered.
12. **Costs, Legal Fees and Venue:** Purchaser shall pay Seller's actual legal fees, court costs and other costs of recovery incurred in enforcing the terms and conditions of this Agreement. Purchaser agrees that this agreement is to be construed under the laws of the State of Minnesota, and that if legal action is brought to enforce this Agreement, that Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) shall be the exclusive jurisdiction and legal venue for said action unless Seller, in its sole discretion commences proceedings in a different jurisdiction or venue.

#### PRODUCT LINK USER AGREEMENT

In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted to improve upon Caterpillar products and services. The information transmitted may include: machine and serial number, machine location, and operational service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

and/or its dealers to better serve me and to do so: fault codes, emissions data, fuel usage, reasonable efforts to keep the information



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0846      **Version:** 1      **Name:** CP 2019-1 Utility variance GCR  
**Type:** Agenda Item      **Status:** Engineering\Public Works  
**File created:** 1/3/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider a resolution approving a utility variance along Golf Course Road for CP 2019-1  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Golf Course Road Variance 011320](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution approving a utility variance along Golf Course Road for CP 2019-1

### **Background Information:**

CP 2019-1 included the extension of sanitary sewer and water main along the south side of Golf Course Road, from Lakeview Avenue to SW 22nd Avenue. City Ordinance 30-560 requires properties within 150 feet of public sewer to connect to the mains within 90 days of notification from the City. There are 6 parcels that are adjacent to the utility extensions that would be affected by this ordinance. These parcels are large residential lots with homes that have compliant septic and wells. Due to the location of the homes, and the nature of the terrain, requiring these residents to connect would be a significant cost to the resident and is not necessary. In lieu of this requirement, a variance has been drafted that would waive the need to connect to these utilities until one of the following conditions is met:

- a. The property owners existing septic system or water well becomes non-compliant or has failed; or
- b. Within one year after the property has been transferred to another owner regardless of condition of the existing septic system or water well if there is an existing structure on the property; or
- c. When a vacant lot is developed

Additionally, the project to extend these utilities was a developer initiated project, which meant that the parcels adjoining these utilities were not assessed. As these properties benefit from the installation of sanitary sewer and watermain, a connection fee has been established that would be due at the time of hook-up. The fees are as follows:

Single-residential lots: \$5,159.38 for sanitary, \$3,035.16 for water

All other developments: \$63.22 per front footage for sanitary, \$37.19 per front footage for water

### **Staff Recommendation:**

Matt Wegwerth, Public Works Director / City Engineer recommends approving a utility variance along Golf Course Road for CP 2019-1

### **Requested City Council Action**

A motion approving a utility variance along Golf Course Road for CP 2019-1



RESOLUTION NO. 20-\_\_

ESTABLISH A VARIANCE FOR UTILITIES ALONG GOLF COURSE ROAD  
City Project 2019-1

- 1. The City Engineer has reviewed the proposed variance and has determined that the proposed variance is in the best interest of the City and that the proposed variance is consistent with the City's Comprehensive Zoning Ordinance.
2. The City Engineer has determined that the proposed variance is in the best interest of the City and that the proposed variance is consistent with the City's Comprehensive Zoning Ordinance.
3. The City Engineer has determined that the proposed variance is in the best interest of the City and that the proposed variance is consistent with the City's Comprehensive Zoning Ordinance.

EXHIBIT A

RESOLUTION NO. 20-\_\_

Table with 2 columns: Property Owner, Pin. Rows include various utility companies and their corresponding pin numbers.

RESOLUTION NO. 20-\_\_

Dated this 13th day of March, 2020.

City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-0881      **Version:** 1      **Name:** Adam Swanson Agreement for Library  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 1/9/2020      **In control:** City Council  
**On agenda:** 1/13/2020      **Final action:**  
**Title:** Consider an agreement with Adam Swanson to create a mural for the Grand Rapids Area Library.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [1-13-2020 Swanson Agreement](#)

Date	Ver.	Action By	Action	Result
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Consider an agreement with Adam Swanson to create a mural for the Grand Rapids Area Library.

**Background Information:**

The Grand Rapids Area Library has received a \$12,000 grant for art from the Arrowhead Library Services. It has a deadline of June 30, 2020. Library Director Will Richter, recognizing that the Arts and Culture Commission had recently administered a request for proposal for artists who create murals, approached the commission on a possible collaboration. The commission like the idea and recommended that Adam Swanson be utilized for the project. Adams fee for the mural is \$19,800, resulting in a contribution from the public arts fund of \$7,800.

Adams mural concept is included in the attached agreement.

**Staff Recommendation:**

The Arts and Culture Commission has passed a motion recommending that the City Council enter into an agreement with Adam Swanson for the creation of a mural for the Grand Rapids Area Library.

**Requested City Council Action**

A motion to enter into an agreement with Adam Swanson for the creation of a mural for the Grand Rapids Area Library and approve the initial payment of \$3,900.

**ARTWORK DESIGN AGREEMENT**

This Agreement is between the City of Grand Rapids (“City”) and Adam Swanson, 3315 Ditchbank Road, Cloquet, MN 55720 (“Artist”) selected by the Grand Rapids Arts & Culture Commission to create a mural to be placed on the north wall of the Grand Rapids Area Library in Grand Rapids, Minnesota.

WHEREAS, City wishes to create a visible and creative project to engender visible improvements and encourage citizen engagement within the City of Grand Rapids; and

WHEREAS, City has selected the (“Artist”) to for the project;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.

Artist agrees to create and install the mural on the North Wall of the Grand Rapids Area Library as depicted in Attachment A of this agreement.

2. Schedule. The Artists shall complete and install the mural prior to June 30, 2020.

3. Compensation. The Artist shall be paid a total Lump Sum fee of \$19,800 to complete the Scope of Work. The Arrowhead Library System, under a separate agreement will be paying \$12,000 of the total Lump Sum fee. The City, under this agreement will be paying \$7,800 of the total Lump Sum fee. The City’s Payment to Artist shall be as follows: \$3,900 upon execution of the Agreement and \$3,900 upon final completion of Scope of Work.

4. Insurance. City waives any insurance requirements for Artist.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

**City of Grand Rapids:**

**ARTISTS:**

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

\_\_\_\_\_

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTACHMENT A

General Mural Concept with an approximate size of 16 feet x 32 feet:

