



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Tuesday, May 28, 2019

5:00 PM

Itasca County Boardroom

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### MEETING LOCATION CHANGE

**5:00 PM** **CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Tuesday, May 28, 2019 at 5:00 p.m. in County Boardroom, Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, Minnesota.

### CALL OF ROLL

### MEETING PROTOCOL POLICY

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

### PUBLIC FORUM

### COUNCIL REPORTS

### APPROVAL OF MINUTES

**19-0316** Consider approving Council minutes for Monday, May 13, 2019 Worksession and Regular meetings.

**Attachments:** [May 13, 2019 Worksession.pdf](#)  
[May 13, 2019 Regular Meeting.pdf](#)

### VERIFIED CLAIMS

**19-0343** Consider approving the verified claims for the period May 7, 2019 to May 20, 2019 in the total amount of \$861,455.60.

**Attachments:** [COUNCIL BILL LIST 05-28-19.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. [19-0313](#) Consider approving the School Resource Officer Agreement for the 2019 - 2020 school year with School District #318.  
**Attachments:** [2019 - 2020 school liaison contract](#)
  
2. [19-0314](#) Consider approving Change Order 2 related to CP 2011-3, 2018 NE Improvements Project.  
**Attachments:** [CO2](#)
  
3. [19-0315](#) Consider adopting an ordinance amending Chapter 58, Article II., Use of Public Rights-of-way, of the Grand Rapids Municipal Code and approving the wireless facility permit application.  
**Attachments:** [CityGR\\_WirelessFacilityPermitAppl](#)  
[GR\\_use of public rights of way\\_update 0419\\_redline](#)
  
4. [19-0319](#) Consider adopting a resolution amending the City Wide Fee Schedule to include Small Wireless Facility Fees.  
**Attachments:** [Fee Schedule Resolution w-attachment.pdf](#)
  
5. [19-0321](#) Consider recognizing "Grand Jam" event scheduled for July 13, 2019 at the Itasca County Fairgrounds as a community event.
  
6. [19-0323](#) Consider approving application for amusement permit for Garden Bros. Circus, event to be held at the IRA Civic Center on Monday, June 10, 2019.  
**Attachments:** [Garden Bros Circus Application.pdf](#)
  
7. [19-0326](#) Consider authorizing the Fire Department to apply for a DNR Grant  
**Attachments:** [DNR Grant APP](#)
  
8. [19-0327](#) Consider adopting a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Site Development Infrastructure Program for the Anytime Fitness Development  
**Attachments:** [IRRRB Resolution for Anytime Fitness project](#)
  
9. [19-0328](#) Consider authorizing the Police Department to apply for a 2019-2020 Toward Zero Deaths (TZD) Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.
  
10. [19-0329](#) Consider approving the resolution accepting a grant from the Minnesota Department of Natural Resources (DNR) for CP 2019-2 Grand Rapids-Cohasset Connection Trail.  
**Attachments:** [DNR Grand Rapids\\_Cohasset Trail.pdf](#)
  
11. [19-0330](#) Consider entering into a contract with Stauber's Goalcrease.  
**Attachments:** [Stauber Contract 2019 - Signed](#)

12. [19-0333](#) Consider authorizing the Public Works Department to hire from the PW Eligibility List for the 2019 Spring/Summer Maintenance Season.
13. [19-0335](#) Consider authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$150,000 of FAA entitlement funds from the City of Walker Federal Account to the City of Grand Rapids Federal Account.
14. [19-0337](#) Consider entering into agreement with Nextera Communications for telephone service.  
**Attachments:** [Nextera Agreement.pdf](#)
15. [19-0338](#) Consider donating 5 sailboats to Camp Mishiwaka.
16. [19-0340](#) Consider authorizing staff to execute Prime Contract Change Order #001 for City Hall Security Project.  
**Attachments:** [Signed Change Order #1](#)
17. [19-0341](#) Consider adopting a resolution authorizing the Grand Rapids Police Department to apply for the Comprehensive Opioid Abuse Site-Based Program grant.  
**Attachments:** [19- Opioid Abuse Program Grant Resolution.pdf](#)
18. [19-0344](#) Consider adopting a resolution supporting a proposal by Itasca County HRA for the construction of Aurora Heights as affordable family housing.  
**Attachments:** [City of GR Threshold Resolution of Support](#)
19. [19-0345](#) Consider approving Temporary Liquor License for Grand Rapids Summer Celebration Inc. dba Tall Timber Days August 2-4, 2019.
20. [19-0346](#) Consider approving Golf Course Seasonal Employees
21. [19-0347](#) Consider authorizing the purchase of two 1/2 ton pick-ups, one for the Public Works Department and one for the Community Development Department, as per the quote submitted from Lake Woods Chrysler.  
**Attachments:** [2019 5-28 Lake Woods Chrysler Quote](#)
22. [19-0350](#) Consider approving Brewpub license, Brewer Off-Sale, 3.2 Malt Liquor & Wine License with Strong Beer authorization for Rapids Brewing Company, LLC.

#### 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.*

#### ACKNOWLEDGE BOARDS & COMMISSIONS

23. [19-0342](#) Review & acknowledge minutes for Boards & Commissions.

**Attachments:** [April 2, 2019 - Arts & Culture minutes.pdf](#)  
[April 16, 2019 Golf Board minutes.pdf](#)  
[April 17, 2019 PUC Minutes.pdf](#)  
[April 30, 2019 PUC Minutes.pdf](#)  
[January 16, 2019 - HRA Minutes.pdf](#)  
[February 20, 2019 - HRA Minutes.pdf](#)  
[March 20, 2019 - HRA Minutes.pdf](#)  
[December 5, 2018 Park, Rec & Civic Center Minutes.pdf](#)  
[March 13, 2019 Park, Rec & Civic Center Minutes.pdf](#)

## DEPARTMENT HEAD REPORT

24. [19-0348](#) Grand Rapids Area Library ~ Will Richter

## ENGINEERING

25. [19-0318](#) Consider a resolution awarding a contract for CP 2019-2, Grand Rapids-Cohasset Connection Trail.  
**Attachments:** [5-28-19 Resolution CP 2019-2 Award Contract](#)
26. [19-0322](#) Consider approving a cooperative construction agreement related to CP 2019-2, Grand Rapids-Cohasset Connection Trail, between the City of Grand Rapids and City of Cohasset.  
**Attachments:** [Cooperative Construction Agreement 050919 DRAFT](#)  
[CP 2019-2 Schedule I](#)
27. [19-0336](#) Consider approving a contract with LHB for the design and construction engineering work associated with the Horn Bridge Maintenance Project.  
**Attachments:** [LHB Horn Bridge Contract](#)  
[180568 20190520 Prime Agmt-GrandRapids](#)

## ADMINISTRATION DEPARTMENT

28. [19-0334](#) Approve the eligibility list for Firefighter Trainee and appoint two candidates to the City of Grand Rapids Fire Department.

## COUNCIL

29. [19-0349](#) Consider appointment to the Human Rights Commission.  
**Attachments:** [Erickson, Angella.pdf](#)

5:30 PUBLIC HEARINGS  
PM

30. 19-0331 Conduct a public hearing to consider the vacation of a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.  
**Attachments:** South Vacation Request: Area Maps & Plat Map  
South Vacation Request: Review comments  
South Vacation Request: Application/Petition
31. 19-0332 Consider the adoption of a resolution either approving or denying the vacation a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.  
**Attachments:** South Vacation Request: Resolution (draft)

### ADJOURNMENT

*NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 10, 2019, 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)

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**File #:** 19-0316      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 5/15/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving Council minutes for Monday, May 13, 2019 Worksession and Regular meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [May 13, 2019 Worksession.pdf](#)  
[May 13, 2019 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, May 13, 2019 Worksession and Regular meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, May 13, 2019

4:00 PM

Itasca County Boardroom

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### MEETING LOCATION CHANGE

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, May 13, 2019 at 4:00 PM in the Itasca County Boardroom, County Courthouse, 123 NE 4th Street, Grand Rapids, Minnesota.

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

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

**Absent** 1 - Councilor Dale Christy

**Staff present:**

*Tom Pagel, Chad Sterle, Scott Johnson, Erik Scott, Matt Wegwerth, Rob Mattei, Barb Baird*

**Discussion Items**

1. Visit Grand Rapids Annual Update - Megan Christianson

*Megan Christiansen, Visit Grand Rapids, provides 2018 annual report to Council noting website visits broken down into Countries, States, Age of Users, includes mobile visits. Also included information regarding total tax collected for local lodging tax. Activities, economic impact, advertising, etc. is also reviewed. Upcoming events promoted for Grand Rapids and surrounding communities.*

**Received and Filed**

2. Advocates for Family Peace - Mandie Aalto

*Mandie Aalto, Ex. Director, Advocates for Family Peace, presents background for organization and types of abuse addressed. Funding comes from MN Office of Justice Program. Services are free, confidential and voluntary. Domestic violence is now one of the countries biggest problems. Strategic planning underway, working on a greater presence in the community. May is Supervised Visitation Awareness Month. AFP has a supervised visitation location available to the community, handling approximately 1000 exchanges or visits each year.*

**Received and Filed**

3. Discuss letter of support for Mesabi Metallics - Ben DeNucci

*Ben DeNucci, provided background for requested letter of support for Nashwauk. Itasca County is in support and asking other entities to support the project as well. Letter provides options to keep the project viable and requests leadership from Gov. Walz.*

**Referred to the City Council Consent Agenda - 5/13/2019**

4. Review 5:00 PM Regular Meeting

*Councilor Toven serves as Council representative on the Grand Rapids HRA and provided overview of possible merger between the City and County Housing & Redevelopment Authorities. Council will be updated as information becomes available.*

*After review, a letter of support to Gov. Walz was added to Consent as item #14a. Item #11 was moved to the Regular agenda as item #22a to allow for more detailed discussion.*

**ADJOURN**

*There being no further business, the meeting adjourned at 4:43 PM.*

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, May 13, 2019

5:00 PM

Itasca County Boardroom

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### MEETING LOCATION CHANGE

**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, May 13, 2019 at 5:00 p.m. in the Itasca County Boardroom, County Courthouse, 123 NE 4th Street, Grand Rapids, Minnesota.

### CALL OF ROLL

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

**Absent** 1 - Councilor Dale Christy

### Staff present:

*Tom Pagel, Chad Sterle, Scott Johnson, Barb Baird, Matt Wegwerth, Rob Mattei, Dale Anderson*

### PRESENTATIONS/PROCLAMATIONS

Consider proclaiming May 22, 2019 Arbor Day in the City of Grand Rapids.

*Mayor Adams read the Proclamation into the record.*

**Received and Filed**

### MEETING PROTOCOL POLICY

### PUBLIC FORUM

*Dale Anderson, Director of Parks & Recreation, presents Timberwolves Court contest awarding court repairs, and new equipment, noting that the Ryan Flood Memorial Park in Grand Rapids is entered to win. Mr. Anderson encourages all residents to vote every day.*

### COUNCIL REPORTS

*Mayor Adams highlighted the Miner family for support of Eagles Club Convention and the Wilcox and Ives families for supporting the arts in the community through programs such as the Reif Center.*

**APPROVAL OF MINUTES**

Consider approving Council minutes for Monday, April 22, 2019 Worksession & Regular meetings.

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

**VERIFIED CLAIMS**

Consider approving the verified claims for the period April 16, 2019 to May 6, 2019 in the total amount of \$1,141,096.85.

**A motion was made by Councilor Blake, seconded by Councilor Connelly, approving the verified claims as presented. The motion carried by the following vote.**

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

**CONSENT AGENDA**

1. Consider adopting a resolution to execute the MnDOT Airport Maintenance and Operation Grant Contract #1033491 and authorize the Mayor and the Clerk to sign such Contract.  
**Adopted Resolution 19-34 by consent roll call.**
2. Consider accepting the resignation of Frieda Hall from the Human Rights Commission and authorize filling the vacancy.  
**Approved by consent roll call.**
3. Consider adopting a resolution closing Debt Service Fund-2009D GO Equipment Certificates Bond Fund and transferring the remaining balance to the Capital Fund-Capital Equipment Replacement Fund Fire Depreciation.  
**Adopted Resolution 19-35 by consent roll call.**
4. Consider accepting Grand Rapids EDA Annual Report for the year 2018.  
**Approved by consent roll call.**
5. Consider approving Change Orders 1 and 2 related to CP 2019-1, Golf Course Road Utility Extension-Great River Acres  
**Approved by consent roll call.**
6. Consider authorizing Itasca County to advertise for bid the harvest and sale of timber

at the Grand Rapids/Itasca County Airport.

**Approved by consent roll call.**

7. Consider authorizing the Public Works Department to hire from the PW Part-Time Eligibility List for the 2019 Spring/Summer Maintenance Season.

**Approved by consent roll call.**

8. Consider authorizing the mayor to sign a service agreement renewal with SVL for maintenance program on the Library Chiller.

**Approved by consent roll call.**

9. Consider approving the request from the Fire Department, Public Works Department and Community Development to solicit quotes for each of their new city vehicles as per their attached specifications utilizing the Minnesota Cooperative Purchasing Venture.

**Approved by consent roll call.**

10. Consider approving public service and infrastructure permanent easements and authorizing payment in the amount of \$5,537.30 to Cutsforth Inc. related to CP 2019-2, Grand Rapids-Cohasset Connection Trail.

**Approved by consent roll call.**

12. Consider authorizing staff to solicit quotes and accept low quote for asbestos abatement on house to be demolished at 604 NE 9th Ave.

**Approved by consent roll call.**

13. Amendments to Handbook for Seasonal and Temporary Employees.

**Approved by consent roll call.**

14. Consider approving On-Sale Liquor License for Superior Ales, LLC dba Boulder Tap House, contingent upon satisfactory completion of license requirements.

**Approved by consent roll call.**

- 14a. Consider letter of support to Governor Tim Walz for a viable mining project at the Nashwauk site.

**Approved by consent roll call.**

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

**A motion was made by Councilor Connelly, seconded by Councilor Toven, approving the Consent agenda as amended. The motion carried by the following vote**

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

## SETTING OF REGULAR AGENDA

**A motion was made by Councilor Michelle Toven, seconded by Councilor Rick Blake, approving the Regular agenda as amended. The motion PASSED by unanimous vote.**

## DEPARTMENT HEAD REPORT

15. Finance Department Head Report

*Barb Baird, Finance Director, provided department report including taxes, licenses & permits, and City revenue & expenditures. Also reviewed important dates and upcoming activities. A complete report is available for public viewing upon request.*

**Received and Filed**

## CIVIC CENTER, PARKS & RECREATION

16. Consider renaming Legion Baseball Field 'Bob Streetar Field at American Legion Park'.

*Dale Anderson presented background on Bob Streetar, including community involvement and support. The Civic Center, Parks & Recreation Advisory Board has unanimously voted to recommend the City Council approve the name change of the field. Mike Johnson, also encourages the Council to approve renaming the field to honor Mr. Streetar.*

**A motion was made by Councilor Rick Blake, seconded by Councilor Tasha Connelly, changing the name of Legion Baseball Field to 'Bob Streetar Field at American Legion Park.' The motion PASSED by unanimous vote.**

17. Consider entering into a standard AIA agreement with ICS Consulting for professional services related to the IRA Civic Center.

*Mr. Pagel provides overview of services ICS Consulting will provide, working with the City and the community to help reach goals.*

**A motion was made by Councilor Toven, seconded by Councilor Connelly, approving AIA Agreement with ICS Consulting as presented. The motion carried by the following vote.**

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

18. Consider a motion establishing a Steering Committee for the IRA Civic Center Project and directing staff to bring recommended members back to the city council for approval.

*The City of Grand Rapids is recruiting people to participate on the IRA Civic Center*

*Steering Committee. The purpose of the committee is to review the needed improvements of the Civic Center and make recommendations to the City Council on what the project should include and how it should be funded. It is anticipated that there would be approximately ten meetings lasting one to two hours each.*

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Michelle Toven, authorizing staff to establish Steering Committee as presented. The motion PASSED by unanimous vote.**

## COMMUNITY DEVELOPMENT

19. Consider adopting a resolution approving an Early Start Agreement between the City and Independent School District #318
- Mr. Mattei reviews recent property exchange pertaining to School District and request for early start prior to closing on property exchange.*
- A motion was made by Councilor Blake, seconded by Councilor Connelly, adopting Resolution 19-36, approving early start agreement with ISD #318. The motion carried by the following vote.**
- Aye** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven
20. Consider approval of the final plat of Great River Acres.
- Mr. Mattei reviews final plat and notes that the Grand Rapids Planning Commission is recommending approval.*
- A motion was made by Councilor Michelle Toven, seconded by Councilor Rick Blake, adopting Resolution 19-37, approving Great River Acres final plat. The motion PASSED by unanimous vote.**
21. Consider approval of the preliminary plat of Rebound Commercial Addition.
- A motion was made by Councilor Rick Blake, seconded by Councilor Tasha Connelly, approving Rebound Commercial Addition preliminary plat. The motion PASSED by unanimous vote.**
22. Consider adopting a resolution approving a Contingent Purchase Agreement between the City, as seller, and the Itasca County Housing and Redevelopment Authority (HRA).
- Mr. Mattei reviews proposed agreement and recommends approval.*
- A motion was made by Councilor Connelly, seconded by Councilor Blake, adopting Resolution 19-38, approving Contingent Purchase Agreement with Itasca County HRA, as presented. The motion carried by the following vote.**
- Aye** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

## ENGINEERING

- 22a. Consider adopting a resolution rejecting all bids pursuant to CP 2014-2, 2019 Street Improvements Project and authorize the re-bidding.

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Michelle Toven adopting Resolution 19-39, rejecting bids for CP 2014-2 and authorized re-bidding. The motion PASSED by unanimous vote.**

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

23. Consider accepting quotes and authorize awarding the low quote to Hawkinson Construction in the amount of \$69,931.00 for CP 2018-1, Block 19 Alley Improvements .

**A motion was made by Councilor Blake, seconded by Councilor Connelly, accepting quotes and awarding CP 2018-1, Block 19 Alley Improvements to Hawkinson Construction. The motion carried by the following vote.**

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

24. Approve a Supplemental Letter Agreement (SLA) 2018-1 with SEH related to CP 2018-1, Block 19 Alley Improvements

**A motion was made by Councilor Toven, seconded by Councilor Blake, approving SLA 2018-1 with SEH, related to Block 19 Alley Improvements as presented. The motion carried by the following vote.**

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

## ADJOURNMENT

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Michelle Toven, adjourning the meeting at 6:11 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0343      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 5/22/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving the verified claims for the period May 7, 2019 to May 20, 2019 in the total amount of \$861,455.60.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [COUNCIL BILL LIST 05-28-19.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period May 7, 2019 to May 20, 2019 in the total amount of \$861,455.60.

### **Requested City Council Action**

Make a motion approving the verified claims for the period May 7, 2019 to May 20, 2019 in the total amount of \$861,455.60.

DATE: 05/22/2019  
 TIME: 12:28:12  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/28/2019

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
0103735	ACTIVE NETWORK, LLC	450.00
T001239	TIMOTHY RAHIER	50.00
	TOTAL	500.00
CITY WIDE		
0201353	BAILEY'S NURSERY INC	1,614.30
1321525	MUNICIPAL CODE CORPORATION	8,769.60
	TOTAL CITY WIDE	10,383.90
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	2,695.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	2,695.00
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	2,659.88
1915150	SOCIETY FOR HUMAN RESOURCE	209.00
	TOTAL ADMINISTRATION	2,868.88
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	55.10
0114200	ANDERSON GLASS	325.00
0315455	COLE HARDWARE INC	68.95
0920060	ITASCA COUNTY TREASURER	253.10
1405725	NETWORK SERVICE COMPANY	105.14
1908650	SHRED-IT USA, LLC	386.46
	TOTAL BUILDING MAINTENANCE-CITY HALL	1,193.75
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	151.38
1920555	STOKES PRINTING & OFFICE	0.99
	TOTAL COMMUNITY DEVELOPMENT	152.37
ENGINEERING		
1920555	STOKES PRINTING & OFFICE	69.99



DATE: 05/22/2019  
 TIME: 12:28:12  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/28/2019

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
ENGINEERING		
TOTAL ENGINEERING		69.99
FIRE		
0401804	DAVIS OIL INC	381.51
0513231	EMERGENCY APPARATUS	12,305.65
0513235	EMERGENCY RESPONSE SOLUTIONS	12,874.71
0805107	HEARTLAND PAPER COMPANY	420.60
0920060	ITASCA COUNTY TREASURER	118.23
1200500	L&M SUPPLY	201.23
1309090	SUPERONE FOODS NORTH	79.92
2018225	TREASURE BAY PRINTING	557.25
TOTAL FIRE		26,939.10
PUBLIC WORKS		
0100002	3D SPECIALTIES	2,389.61
0100046	ASV HOLDINGS INC	4,492.43
0103325	ACHESON TIRE INC	60.00
0113223	AMERICAN DETAILING	500.00
0201353	BAILEY'S NURSERY INC	1,135.20
0201737	BATTERY WHOLESALE INC	103.80
0205090	BEACON ATHLETICS LLC	2,438.60
0215147	BOBCAT OF DULUTH INC	262.88
0221650	BURGGRAF'S ACE HARDWARE	444.22
0301685	CARQUEST AUTO PARTS	17.76
0315455	COLE HARDWARE INC	150.08
0401804	DAVIS OIL INC	1,366.64
0501650	EARL F ANDERSEN	4,356.50
0914200	INDUSTRIAL LUBRICANT COMPANY	179.40
0920040	ITASCA COUNTY FARM SERVICE	20.85
0920060	ITASCA COUNTY TREASURER	844.02
1105444	KELLER FENCE COMPANY	218.00
1200500	L&M SUPPLY	27.95
1309091	SUPERONE FOODS SOUTH	23.76
1415030	NAPA SUPPLY OF GRAND RAPIDS	38.00
1415484	NORTHERN LIGHTS TRUCK	249.22
1421700	NUSS TRUCK GROUP INC	1,406.02
1503150	OCCUPATIONAL DEVELOPMENT CTR	3,562.50
1615427	POKEGAMA LAWN AND SPORT	190.21
1621125	PUBLIC UTILITIES COMMISSION	15,624.16
1801899	RAYS SPORT & CYCLE	27.18
1813125	RMB ENVIRONMENTAL	30.00
1908248	SHERWIN-WILLIAMS	300.76

DATE: 05/22/2019  
 TIME: 12:28:13  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 05/28/2019

VENDOR #	NAME	AMOUNT DUE
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GENERAL FUND		
PUBLIC WORKS		
2000400	T J TOWING	1,092.00
2018560	TROUT ENTERPRISES INC	50.00
TOTAL PUBLIC WORKS		41,601.75
FLEET MAINTENANCE		
0113223	AMERICAN DETAILING	250.00
0201737	BATTERY WHOLESALE INC	266.94
0301685	CARQUEST AUTO PARTS	51.44
0415529	DONDELINGER FORD	27.08
0920060	ITASCA COUNTY TREASURER	89.16
1301720	MATCO TOOLS	467.72
TOTAL FLEET MAINTENANCE		1,152.34
POLICE		
0301685	CARQUEST AUTO PARTS	103.77
0315455	COLE HARDWARE INC	0.77
0712225	GLEN'S ARMY NAVY STORE INC	375.86
0920060	ITASCA COUNTY TREASURER	4,018.61
1201434	LAKE WOODS CHRYSLER	15.81
1305060	MEDS-1 AMBULANCE SERVICE INC	169.19
1605665	PERSONNEL DYNAMICS LLC	388.80
1909650	SIRCHIE FINGER PRINT INC	141.03
1920233	STREICHER'S INC	3,211.08
TOTAL POLICE		8,424.92
RECREATION		
0103735	ACTIVE NETWORK, LLC	630.00
TOTAL RECREATION		630.00
CENTRAL SCHOOL		
0113233	AMERIPRIDE SERVICES INC	53.32
1405725	NETWORK SERVICE COMPANY	29.04
1801555	RAPID PEST CONTROL INC	63.25
2018680	TRU NORTH ELECTRIC LLC	279.00
TOTAL		424.61

DATE: 05/22/2019  
 TIME: 12:28:13  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 05/28/2019

VENDOR #	NAME	AMOUNT DUE
-----		
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	50.06
0315455	COLE HARDWARE INC	94.37
0920060	ITASCA COUNTY TREASURER	186.10
1105444	KELLER FENCE COMPANY	335.00
1303039	MCCOY CONSTRUCTION & FORESTRY	1,141.79
	TOTAL	1,807.32
CIVIC CENTER		
0103735	ACTIVE NETWORK, LLC	450.00
	TOTAL	450.00
GENERAL ADMINISTRATION		
0103735	ACTIVE NETWORK, LLC	630.00
0113233	AMERIPRIDE SERVICES INC	109.14
0920060	ITASCA COUNTY TREASURER	45.27
1405725	NETWORK SERVICE COMPANY	265.46
1800655	R & R SPECIALTIES INC	568.85
	TOTAL GENERAL ADMINISTRATION	1,618.72
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	13.34
1801610	RAPIDS PLUMBING & HEATING INC	850.00
2315745	NICHOLAS D. WOURMS	190.00
	TOTAL	1,053.34
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE SERVICES INC	30.00
0920060	ITASCA COUNTY TREASURER	142.40
	TOTAL	172.40
GENERAL CAPITAL IMPRV PROJECTS		
2010-5 MS RIVER PD BRIDGE		
1815125	ROBERT R SCHROEDER CONST INC	11,400.00

DATE: 05/22/2019  
 TIME: 12:28:13  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 05/28/2019

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL CAPITAL IMPRV PROJECTS		
2010-5 MS RIVER PD BRIDGE		
1900225	SEH	7,252.20
TOTAL 2010-5 MS RIVER PD BRIDGE		18,652.20
2018 INFRAST/CPT MNT IMP BONDS		
2018 NE IMPROVEMENTS		
0301705	CASPER CONSTRUCTION INC	6,288.75
1621125	PUBLIC UTILITIES COMMISSION	3,402.59
TOTAL 2018 NE IMPROVEMENTS		9,691.34
10TH AVENUE NE		
1900225	SEH	1,164.79
TOTAL 10TH AVENUE NE		1,164.79
CAPITAL MAINT IMPRV PLAN		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	2,668.04
1301850	MAX GRAY CONSTRUCTION	28,217.88
1405460	NELSON ROOFING INC	21,968.00
1801550	RAPID GARAGE DOOR COMPANY INC	665.00
TOTAL CAPITAL MAINT IMPRV PLAN		53,518.92
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
1900225	SEH	12,917.76
2000522	TNT AGGREGATES, LLC	273,826.06
TOTAL 2019-1 GLF COURSE RD UTIL EXT		286,743.82
2019-2 COHASSET TRAIL		
1900225	SEH	5,599.68
T001238	LONGYEAR REALTY CORPORATION	500.00
TOTAL 2019-2 COHASSET TRAIL		6,099.68
2019 STREET IMP PROJECT		
1900225	SEH	50,224.32
TOTAL 2019 STREET IMP PROJECT		50,224.32

DATE: 05/22/2019  
 TIME: 12:28:13  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 05/28/2019

VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	17.98
0301705	CASPER CONSTRUCTION INC	2,500.00
0401804	DAVIS OIL INC	2,333.12
0920060	ITASCA COUNTY TREASURER	160.41
1200500	L&M SUPPLY	59.99
1809154	RICHARD RYSAVY	250.00
	TOTAL	5,321.50
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 533,554.96
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	2,460.00
0116600	APPLE VALLEY, CITY OF	1,311.00
0205640	LEAGUE OF MN CITIES INS TRUST	602.60
0718015	GRAND RAPIDS CITY PAYROLL	257,608.52
0718070	GRAND RAPIDS STATE BANK	593.35
0815440	HOLIDAY STATIONSTORES LLC	236.50
0920036	ITASCA COUNTY ATTORNEY OFFICE	1,000.00
1305046	MEDIACOM LLC	11.55
1309098	MINNESOTA MN IT SERVICES	443.80
1309167	MN BUREAU OF CRIMINAL	45.00
1309193	MN FIRE SERV CERTIFICATION BRD	115.00
1309199	MINNESOTA ENERGY RESOURCES	1,911.74
1309289	MN POLLUTION CONTROL AGENCY	602.02
1309335	MINNESOTA REVENUE	6,670.68
1405850	NEXTERA COMMUNICATIONS LLC	455.85
1503151	ODC - MOTOR VEHICLE	21.75
1609561	PIONEER TELEPHONE	9.69
1621130	P.U.C.	29,663.51
1903320	STEVEN SCHAAR/PETTY CASH	3,000.00
2000490	TDS Metrocom	705.66
2114750	UNUM LIFE INSURANCE CO OF AMER	260.76
2209665	VISA	4,190.58
2209705	VISIT GRAND RAPIDS INC	15,231.08
2305447	WELLS FARGO BANK NA	750.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$ 327,900.64
	TOTAL ALL DEPARTMENTS	861,455.60



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	19-0313	<b>Version:</b>	1	<b>Name:</b>	Consider approving the School Resource Officer Agreement for the 2019 - 2020 school year with School District #318.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	5/14/2019	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/28/2019	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider approving the School Resource Officer Agreement for the 2019 - 2020 school year with School District #318.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2019 - 2020 school liaison contract</a>				

Date	Ver.	Action By	Action	Result
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Consider approving the School Resource Officer Agreement for the 2019 - 2020 school year with School District #318.

### **Background Information:**

Since 1999, the City of Grand Rapids and School District 318 have had an annual agreement for a School Resource Officer at the Grand Rapids Senior High School. In 2006, the district requested an additional School Resource Officer for the Robert J. Elkington Middle School.

With the start of the 2019 - 2020 school year approaching, the police department would like to get in place the agreement for the 2019 - 2020 school year. The police department will be providing Officer Greg Lease and Officer Michelle Norris to the school district for the Liaison positions. The fees for the 2019 - 2020 school year is \$131,980.08 for the two School Resource Officer positions. Attached for your review is the 2019 - 2020 School Resource Officer Agreement.

### **Staff Recommendation:**

Please consider the Mayor and City Administrator sign the attached School Resource Officer Agreement for the 2019 - 2020 school year with School District #318.

### **Requested City Council Action**

Make a motion authorizing the Mayor and City Administrator to sign the School Resource Officer Agreement for the 2019 - 2020 school year with School District #318.

**SCHOOL RESOURCE OFFICER  
AGREEMENT  
For the School Year 2019 - 2020**

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This AGREEMENT is made pursuant to Minnesota Statutes section 471.59, by and between the City of Grand Rapids (“City”) and Independent School District 318 (“School District”).

**1. PURPOSE**

The City and School District wish to participate in a School Resource Officer Program. The purpose of this agreement is to set forth the terms and conditions to create, fund and implement the position of Police School Resource Officer.

**2. SERVICES**

The City shall provide the services of two full-time Minnesota P.O.S.T Board licensed peace officers, and related support services and supplies, to assist the School District in establishing and maintaining a School Resource Officer Program for the School District. The officers will have primary responsibility in serving as a resource to faculty, classroom members and school administrators in the prevention and diversion of juvenile problem behavior. The City agrees to provide vehicle, fuel, maintenance and other equipment deemed necessary by the Chief of Police. The School District agrees to provide adequate office space that will allow for cellular connectivity to the countywide law enforcement records system and a telephone at the site of majority assignment.

While present at schools/facilities outside their law enforcement jurisdiction, i.e. Outside Grand Rapids, and not responding to a mutual aid request from another law enforcement agency, if confronted with a criminal or delinquency matter, School Resource Officers will take necessary steps, in accordance with State law and department policy, to contain the situation and turn the matter over to the law enforcement agency having jurisdiction.

Primary responsibility for the resolution of any incident shall remain with the law enforcement agency having jurisdiction unless otherwise requested by that agency. In accordance with the Itasca County Mutual Aid Agreement, School Resource Officers may assist other law enforcement agencies having jurisdiction at any time they are requested to do so. School Resource officers will not conduct routine patrol outside their jurisdiction in relation to the School Resource Officer program without a request from the law enforcement agency having jurisdiction.

### **3. TERM**

This Agreement shall commence on the first day of the teacher workshop in August 2019 and shall end on the last student day in June 2020. This Agreement may be renewed on an annual basis, as agreed by both parties.

### **4. PAYMENT**

The School District shall pay to the City \$131,980.08 pursuant to Minnesota Statutes Section 126C.44 to partially reimburse the City for the costs incurred by the City for salary, benefits and transportation costs of the Police School Resource Officers in the School District's senior high, middle and secondary schools.

Upon execution of this Agreement, the School District shall provide the City with population of the School District at the time of the levy.

One-half of the sum owing under this contract shall be payable upon the execution of this Agreement. The remaining half of the sum owing under this contract should be payable on the last student day of May 2020.

### **5. GENERAL PROVISIONS**

The Police School Resource Officers are City employees and shall not be considered employees of the School District for any purpose, including but not limited to salaries, wages, other compensations or fringe benefits, worker's compensation, unemployment compensation, P.E.R.A, Social Security, liability insurance, keeping of personnel records, termination of employment or other contract rights. The officers will report to and be directed by the Chief of Police. Resolution of unforeseen problems arising in this program shall be negotiated by representatives of the School District and the Chief of Police.

### **6. SCHEDULING**

The Chief of Police shall determine the duty hours of the School Resource Officer on school days with input by the School District. The duty hours of the School Resource Officer on school days are flexible and will be primarily coordinated with the school day, and/or activities, but will be consistent with the City's labor contract with the Police Union. During non-school periods, the Chief of Police will determine the officer's duties and schedule.

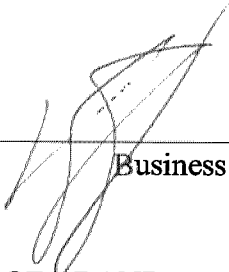


**7. HOLD HARMLESS AND INDEMNIFICATION**

The City of Grand Rapids agrees to and shall defend, indemnify and hold harmless the School District, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgements or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

Dated: MAY 6, 2019

GRAND RAPIDS SCHOOL DISTRICT #318

  
\_\_\_\_\_  
Business Manager

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

CITY OF GRAND RAPIDS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0314      **Version:** 1      **Name:** CP 2011-3 Approve Change Order 2  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/15/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving Change Order 2 related to CP 2011-3, 2018 NE Improvements Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [CO2](#)

Date	Ver.	Action By	Action	Result
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Consider approving Change Order 2 related to CP 2011-3, 2018 NE Improvements Project.

**Background Information:**

It has been determined by the City Engineer that repairs to an existing privately owned irrigation system shall be completed. The system was unmarked within the right of way and was damaged during construction of the roadway. The total cost of the repair is \$6,450.00 the change order is attached.

**Staff Recommendation:**

City Staff recommends approving Change Order 2 related to CP 2011-3, 2018 NE Improvements Project.

**Requested City Council Action**

Make a motion approving Change Order 2 related to CP 2011-3, 2018 NE Improvements Project.

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

City/County of City of Grand Rapids

Change Order No. 2

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 129-146-001	LOCAL PROJECT NO. CP 2011-3	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$6,450.00	

The Engineer has determined that repairs to an existing privately owned irrigation system at STA. 205+50 shall be completed. The system was unmarked within the right of way and was damaged during the construction of the roadway.

In accordance with MnDOT 2123, The Contractor may proceed with the substitution at an additional cost to the Department.


**COST BREAKDOWN**

Item No.	Item	Unit	Unit Price	Quantity	Amount
<b>Funding Category No. 007</b>					
2504.601	IRRIGATION SYSTEM	LS	\$6,450.00	1	\$6,450.00
<b>Funding Category No. 007 Total:</b>					<b>\$6,450.00</b>
<b>Change Order No. 2 Total:</b>					<b>\$6,450.00</b>

\* Funding category is required for federal projects.

**CHANGE IN CONTRACT TIME (check one)**  
Due to this change the Contract Time:

a.  Is Increased by \_\_\_ Working Days    b.  Is Not Changed  
 Is Decreased \_\_\_ Working Days  
by \_\_\_ Calendar                            c.  May be revised if work affected the controlling  
 Is Increased by Days                            operation  
 Is Decreased \_\_\_ Calendar  
by \_\_\_ Days

Approved By Project Engineer: Matt Wegwerth	Approved By Contractor: Casper Construction
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>05/14/19</u> Phone: (218) 326-9637

**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.**

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 #:** 19-0315      **Version:** 1      **Name:** Adopt an ordinance amending Chapter 58, ROW  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/15/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**

**Title:** Consider adopting an ordinance amending Chapter 58, Article II., Use of Public Rights-of-way, of the Grand Rapids Municipal Code and approving the wireless facility permit application.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [CityGR\\_WirelessFacilityPermitAppl](#)  
[GR\\_use of public rights of way\\_update 0419\\_redline](#)

Date	Ver.	Action By	Action	Result
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Consider adopting an ordinance amending Chapter 58, Article II., Use of Public Rights-of-way, of the Grand Rapids Municipal Code and approving the wireless facility permit application.

**Background Information:**

A presentation was given at the April 22, 2019 Worksession providing information regarding the proposed changes to the ordinance that are needed in order to regulate the placement of Small Cell Wireless and 5G in the right-of-way. The proposed changes address the definitions pertaining to wireless, added timelines for reviewing applications, defined conditions of a small wireless facility, standards for facilities, ability to charge fees and all facilities in the right-of-way have a high-visibility marker. Attached is the ordinance, the wireless facility permit application and the proposed amendments. Changes to the ordinance include Sec. 58-32. Definitions, Sec. 58-35. Permit approval, denial and conditions, Sec. 58-37. Work standards, Sec. 58-44. Location of facilities.

**Staff Recommendation:**

Adopt an ordinance amending Chapter 58, Article II., Use of Public Rights-of-way, of the Grand Rapids Municipal Code and approving the wireless facility permit application.

**Requested City Council Action**

Make a motion adopting an ordinance amending Chapter 58, Article II., Use of Public Rights-of-way, of the Grand Rapids Municipal Code and approving the wireless facility permit application.



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

## Wireless facility permit

<b>Applicant:</b>	<b>Applicant phone (direct):</b>	<b>Applicant fax:</b>	
<b>Applicant email:</b>			
<b>Company name:</b>	<b>Company phone:</b>	<b>Company fax:</b>	
<b>Billing address :</b>	<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>24-hour emergency contact number:</b>			
<b>Location limits</b> (describe specific sites on page two, up to 15 sites/permit)			
<b>Description of work</b> (attach additional pages if needed)			
<b>Construction start:</b>	<b>Days of construction:</b>	<b>Completion date:</b>	
<p><b>Acknowledgment</b></p> <p><i>By signing this application, I (the applicant/company) hereby acknowledge that I must adhere to all provisions of City of Grand Rapids ordinance sec.58-31 and any other applicable city ordinances and state and federal laws, including Minnesota statutes sections 237.162 and 237.163, in addition to the terms and conditions which are attached to this document. The applicant shall also comply with the regulations of all other governmental agencies for the protection of the public.</i></p> <p><b>Signature:</b> _____ <b>Date:</b> _____</p> <p><b>Title:</b> _____</p>			

**Required documents to apply:**

- |   |  |
|---|--|
| <input type="checkbox"/> Permit fee                               | <input type="checkbox"/> Structural study      |
| <input type="checkbox"/> Set of construction plans signed by P.E. | <input type="checkbox"/> Radio frequency study |
| <input type="checkbox"/> Public liability insurance               |  |

**Submit registration form and attachments to City of Grand Rapids – Engineering Department, 420 North Pokegama Avenue, Grand Rapids, MN 55744 or email to [engineering@cityofgrandrapidsmn.com](mailto:engineering@cityofgrandrapidsmn.com)**

### Site summary

*By statute, applicant may collocate up to 15 wireless facilities if they are within a two mile radius, consist of substantially similar equipment, and are to be placed on similar types of wireless support structures.*

Site	Description	Wireless facility type	Permit fee (\$1,500/unit)
01		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
02		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
03		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
04		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
05		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
06		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
07		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
08		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
09		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
10		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
11		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
12		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
13		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
14		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
15		<input type="radio"/> Small <input type="radio"/> Micro	\$ 0.00
Total permit fee due for location			\$ 0.00

## Wireless facility permit terms and conditions

### 1. Installation of equipment

#### 1.1. Permits

- 1.1.1. Wireless facility permit: Prior to the approval of installation of equipment, applicant shall submit to the city engineer or designee, a sketch of the proposed location for the new equipment ("equipment plan"). The city engineer or designee will review the sketch to determine whether the wireless support structure is owned by the city.
- 1.1.2. The wireless facility permit application shall include the following:
  - 1.1.2.1. Completed permit application and fee;
  - 1.1.2.2. Proof of insurance;
  - 1.1.2.3. Construction plans as described in section 1.2 below, signed by a P.E.;
  - 1.1.2.4. Structural study described in section 1.2.2. below;
  - 1.1.2.5. Copy of permit from wireless support structure owner if owned by an agency other than the City of Grand Rapids (if applicable).
- 1.1.3. Applicant must obtain a radio frequency interference study, including coverage areas, carried out by an independent professional radio frequency engineer ("RF Engineer") showing that applicant's intended use will not interfere with any existing, licensed communications facilities, as well as city's licensed and unlicensed communications facilities, which are located on or near the structure. The RF engineer shall provide said evaluation no later than forty-five (45) days after frequencies are provided by city. Applicant shall not transmit or receive radio waves at the wireless support structure until such evaluation has been satisfactorily completed.
- 1.1.4. Upon request of city, applicant shall hire an RF engineer to conduct a radio frequency emissions survey of the wireless support structure following applicant's initial RF transmissions. Applicant shall be responsible for all costs of such survey.
- 1.1.5. Applicant shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. City shall cooperate with applicant to fulfill its radio frequency exposure obligations. City agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on the wireless support structure, city shall hold such future party liable for all such later-arising non-compliance.
- 1.1.6. Other city permits: In addition to the wireless facility permit, which is only approved to attach equipment to a wireless support structure or install a new utility pole, the applicant must apply for any additional permits for all appurtenant equipment or facilities required for the wireless facility application. Said permits may include, but not necessarily by limited to: right-of-way, stormwater, etc.
- 1.1.7. Other applicable permits: it is the applicant's responsibility to determine if permits are required by governmental agencies and apply for those permits.
- 1.1.8. Applicable fees for all permits shall be borne by the applicant and the applicant shall be bound by the requirements of said permits.

#### 1.2. Construction plans

For wireless facility permit application, or additions thereto, applicant shall provide the city engineer or designee as set forth in section I. A(2)., each with two sets of construction plans ("Construction Plans") consisting of the following:

- 1.2.1. PDF of CAD drawings showing the location and materials of all planned installations, including field verified existing utilities;

- 1.2.2. Structural study: Complete an analysis of the existing wireless support structure or replacement pole to determine if the structure/pole has sufficient strength to support the small wireless facility which is proposed to be attached/affixed to it. Study shall have affixed to it the signature of the applicant's engineer who shall be licensed in Minnesota pursuant Minnesota Rule 1800.4200 and Minnesota Statutes Chapter 326.
- 1.2.3. Construction specifications and product specifications for all planned installations;
- 1.2.4. Diagrams and Shop Drawings of proposed small wireless facility; and
- 1.2.5. A complete and detailed inventory of all equipment and personal property of applicant actually placed on the wireless support structure. City retains the right to survey the installed equipment.

Construction Plans shall be easily readable, no construction shall commence until permit is granted by the city engineer or designee. Final plans shall have affixed to them the signature of the applicant's engineer who shall be licensed in Minnesota pursuant Minnesota Rule 1800.4200 and Minnesota Statutes Chapter 326.

### **1.3. Construction Inspection**

All construction activity shall be subject to inspection and approval by the city's representative(s). Inspection will be performed at project completion. Applicant shall be solely responsible for all costs, in excess of those included in the permit fee, associated with said inspection and approval of construction work by city.

### **1.4. Exposed Antenna Facilities**

Applicant must ensure that all antenna facilities which have exterior exposure shall match the color of the wireless support structure. For exposed cables, wires, or appurtenances, the applicant shall ensure that cables, wires or appurtenances are placed in conduit which shall match the color of the wireless support structure.

### **1.5. Facility Aesthetics**

Facility structures that are proposed to be installed shall match the current city's pole design requirements in style, height and color. This includes decorative pole designs in the Central Business District. City engineer or designee shall approve proposed pole specifications.

### **1.6. Damage by applicant**

Any damage to the right of way, or city's equipment thereon caused by applicant's permitted installation or operations shall be repaired or replaced at applicant's expense and to city's reasonable satisfaction.

### **1.7. As-built drawings ("as-built" or "as-builts")**

Within 30 days after applicant activates the wireless facility, applicant shall provide city with an as-built drawing in CAD format consisting of as-built drawings of the wireless facility installed on each permitted location and any improvements installed on the wireless support structure, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete inventory of all equipment and antenna facilities.

## **2. Maintenance and repair of equipment**

### **2.1. Emergency maintenance and repair**

The city retains the right to shut off power for the antenna facilities at the source in any and all cases of



emergency, as determined by the city.

## **2.2. Wireless support structure reconditioning and repair**

- 2.2.1. City reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the right of way in connection with city's operations ("ROW work"). From time to time, city paints, reconditions, or otherwise improves or repairs the wireless support structure in a substantial way ("reconditioning work"). Applicant shall cooperate with city to carry out ROW and reconditioning work.
- 2.2.2. Except in cases of emergency, prior to commencing ROW or reconditioning work, city shall provide applicant with not less than 30 days prior written notice thereof. City will send notice to the address provided on this permit application. It shall be the sole responsibility of applicant to provide adequate measures to cover or otherwise protect applicant's antenna facilities from the consequences of such activities, including but not limited to paint and debris fallout. City reserves the right to require applicant to remove all antenna facilities from the wireless support structure and right of way during ROW or reconditioning work.
- 2.2.3. During city's ROW or reconditioning work, applicant may request a mobile site on the right of way. If site will not accommodate mobile equipment, it shall be applicant's responsibility to locate auxiliary sites.

## **2.3. Relocation of wireless support structure**

When directed by the city, a right-of-way user shall relocate all of its facilities within the rights-of-way according to Grand Rapids City Code, Sec. 58-45, as amended from time to time.

## **2.4. Condition of wireless support structure**

- 2.4.1. The city will keep and maintain the wireless support structure in good repair as required for the city's intended use and in the ordinary course of business as the city budget permits. The city makes no guarantee as to the condition of any wireless support structures with regard to applicant's intended use.
- 2.4.2. Applicant shall, at its own cost and expense, maintain the wireless facility in good and safe condition, and in compliance with applicable fire, health, building, and other codes. The applicant shall obtain from the city any and all permits required for the purposes of maintaining the installation. Applicable fees for any permits shall be borne by the applicant and the applicant shall be bound by the requirements of said permits.

## **3. Indemnification**

- 3.1.1. Applicant shall, to the extent permitted by law, indemnify and hold city harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the applicant, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the city, or its employees, contractors or agents.

## **4. Insurance**

### **4.1. Worker's compensation**

The applicant must maintain workers' compensation insurance in compliance with all applicable statutes. The policy shall also provide employer's liability coverage with limits of not less than \$500,000 bodily injury by disease, each employee.

### **4.2. General liability**

The applicant must maintain occurrence form commercial general liability coverage.

- 4.2.1. Such coverage shall include, but not be limited to, bodily injury, property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual liability, property damage liability, and independent contractors.

- 4.2.2. The APPLICANT must maintain aforementioned commercial general liability coverage with limits of liability not less than \$1,500,000 for each occurrence; \$3,000,000 minimum general aggregate and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the commercial general liability coverages.
- 4.2.3. Applicant will maintain completed Operations coverage for a minimum of two (2) years after the construction is completed.

#### **4.3 Automobile Liability**

The applicant must carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,500,000 per accident. The liability limits may be afforded under the commercial policy, or in combination with an umbrella or excess liability policy provided coverage of rides afforded by the umbrella excess policy are not less than the underlying commercial auto liability coverage.

- 4.3.1 Coverage shall be provided by bodily injury and property damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.
- 4.3.2 The commercial automobile policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists coverages.

#### **4.4 Applicant public liability insurance**

The permit shall, at all times during the duration of the permit, maintain public liability insurance, naming the city as an additional insured party, in the amount of not less than \$500,000 per person and \$1,500,000 per incident, or the maximum amount in which the city may by law hereinafter become liable for torts, whichever is greater. Such policy shall state the insurance will not be canceled or terminated by any party, except upon 10 days' prior written notice to the City Clerk. (submit insurance with permit application)

#### **4.5 Defense and Indemnification**

- 4.5.1 Applicant agree to defend, indemnify, and hold harmless city and its elected officials, directors, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by city or for which city may be liable in the performance of this agreement, except those which arise solely from negligence or willful misconduct of city, its elected officials, directors, officers, employees, agents, representatives or contractors.
- 4.5.2 Applicant shall defend, indemnify, and hold city, its agents, employees and officials harmless against all claims arising out of applicant's use of the right of way, including its installation, operation, use, maintenance, repair, removal, or presence of applicant's facilities, structures, equipment or other types of improvements, including antenna facilities, in the right of way except to the extent arising from or related to the sole negligence or willful misconduct of city, its elected officials, officers, employees, agents, and representatives.

### **5 Limitation of liability**

City shall not be liable to the applicant, or any of its respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

## **6 Interference**

Applicant agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of city or other users of the wireless support structure which existed on the wireless support structure prior to the date this permit is issued. In the event any of applicant's equipment causes such interference, and after city has notified applicant in writing of such interference, applicant will take all steps necessary to correct and eliminate the interference, including but not limited to, at city's option, having the applicant power down its equipment and later power up its equipment for intermittent testing.

## **7 Term of permit**

The term of this permit is from the date the permit is issued by the city to the time the wireless facility is no longer in use, unless earlier revoked due to a substantial breach of the terms and conditions of statute, ordinance, rule or regulation or any material condition of this permit.

## **8 Removal at end of term or upon permit revocation**

Applicant shall, within 90 days after any termination of this permit, remove its equipment, conduits, fixtures and all personal property and restore the wireless support structure to its original condition, reasonable wear and tear expected. City agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of applicant shall remain the personal property of applicant and applicant shall have the right to remove the same at any time during the term. All poles, conduit and pole boxes are and shall remain property of the city. If such time for removal causes applicant to remain on the wireless support structure after termination, applicant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis until such time as the removal of the antenna structure, fixtures and all personal property are completed. All rentals paid prior to said termination date shall be retained by city.

## **9 Assignment**

This permit, and all rights thereunder, may not be sold, assigned, or transferred without the written consent of the city, such consent not to be unreasonably withheld, conditioned or delayed.

## **10 Casualty**

In the event of damage or casualty to the wireless support structure that cannot reasonably be expected to be repaired or replaced due to winter frost conditions, or if the structure is damaged so that such damage may reasonably be expected to disrupt applicant's operations for more than 120 days, then applicant may, provided city has not completed the restoration or replacement of the structure, terminate the permit upon 15 days prior written notice to city. If a structure is damaged beyond repair, requiring installation of a temporary pole for safety of the traveling public, the city reserves the right to install such pole and all costs associated with the installation and removal of the temporary pole shall be billed to the applicant until the replacement pole is manufactured and delivered to the City of Grand Rapids.

## ARTICLE II. - USE OF PUBLIC RIGHTS-OF-WAY

Sec. 58-31. - Election to manage the public right-of-way.

In accordance with Minn. Stat., § 237.163 subdiv. (b), the city hereby elects to manage right-of-ways within its jurisdiction.

(Ord. No. 05-01-01, § 1, 1-11-2005)

Sec. 58-32. - Definitions.

Except as provided below, the definitions in Minn. Rules 7819.0100 are hereby adopted by reference and are incorporated into this article as if set out in full.

Collocate or Collocation means to install, mount, maintain, modify, operate or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the city or other governmental unit.

*Facility* means any tangible asset associated with the provision of utility service that is or will be located in the public right-of-way.

*GRPUC* means Grand Rapids Public Utilities Commission.

Micro Wireless Facility means a small wireless facility that is no larger than twenty-four (24) inches long, fifteen (15) inches wide, and twelve (12) inches high, and whose exterior antenna, if any, is no longer than eleven (11) inches.

*Person* means an individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

*Public right-of-way* means the area on, below, or above a public roadway, highway, street, alley, cartway, bicycle lane, or public sidewalk which the city maintains or otherwise has an interest, and other easements dedicated to the public or to use for utility service. The public right-of-way does not include the airwaves with regard to nonwire telecommunications or broadcast services.

*Restoration or Restore* means the process by which an excavated public right-of-way and surrounding area, including pavement and foundation, is returned to the same condition that existed before excavation.

Small Wireless Facility means a wireless facility that has an antenna and is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six (6) cubic feet; and all other wireless equipment associated with the small wireless facility excluding electric meters, concealment elements, telecommunication demarcation boxes, battery backup power systems, ground equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than twenty-eight (28) cubic feet in volume.

*Utility service* includes:

- (1) Services provided by a public utility as defined in Minn. Stat., § 216B.02, subdivs. 4 and 6;
- (2) Services of a telecommunications right-of-way user, including the transporting of voice or data information;
- (3) Services provided by a cable communications system as defined in Minn. Stat. ch. 238;
- (4) Natural gas or electric energy or telecommunications services provided by a local government unit;

- (5) Services provided by a cooperative electric association organized under Minn. Stat. ch. 308A; and
- (6) Water, sewer, steam, cooling, or heating services.

Wireless Facility means equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna.

Wireless Service means any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

Wireless Support Structure means a new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city.

(Ord. No. 05-01-01, § 2, 1-11-2005)

Sec. 58-33. - Permit requirement.

- (a) *Permit required.* Except as otherwise provided herein, no person may obstruct or perform work in any right-of-way, or locate facilities in any right-of-way, without first having obtained the appropriate permit from the city. The permit shall specify the location of the affected right-of-way, describe the work to be performed and facilities to be installed, and the duration of the permit. To affect the right of way means to disturb the existing ground surface.
- (b) *Permit extensions.* No person may obstruct or perform work in the right-of-way beyond the date specified in a permit unless a new permit or permit extension is granted.
- (c) *Responsible city official.* The city engineer is the city official charged with the initial authority and responsibility on behalf of the city, for (1) granting or denying permits (2) revoking permits (3) determining and imposing fees under this article.
- (d) *Delay penalty.* In accordance with Minnesota Rule 7819.1000, subpart 3, the city may impose a delay penalty for unreasonable delays in work conducted in the right-of-way. The city council shall establish the amount of the delay penalty from time to time by resolution.
- (e) *Permit display.* Permits issued under this section shall be conspicuously displayed or otherwise available for inspection at all times at the indicated work site.

(Ord. No. 05-01-01, § 3, 1-11-2005)

Sec. 58-34. - Permit applications.

A permit application shall contain the following:

- (a) A completed application form, including all required plans or drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities, and the following:
  1. The applicant's name, Gopher One-Call registration certificate number, address and e-mail address if applicable, and telephone and facsimile numbers.
  2. A certificate of insurance naming the city as an additional insured, verifying that the applicant is insured against claims for personal injury, death, or property damages associated with

work in the right-of-way, and requiring 30 days notice to the city of cancellation or material modification of the policy.

- a. Before a permit shall be granted, the permittee shall deposit with the city clerk a policy or policies of an insurance company or companies licensed to transact business in this state insuring the permittee against loss from the liability imposed by law for damages on account of bodily injuries or death, or from damage to property resulting from the work contemplate by the permit, and agreeing to pay any judgment creditor to the extent of the amounts specified in such policy, any final judgment rendered against the insured by reason of such liability. The limit in any such insurance policy of such liability of the insurer on account of the work contemplate in the issuance of a permit shall not be less than \$500,000.00 combined single limit, bodily injuries and property damage. The policy may not be canceled by the insurance company without first notifying the city clerk at least 30 days before the policy is canceled.
  - b. General liability. Before a permit shall be delivered to any person, he/she shall deposit with the city clerk a policy or policies of an insurance company or companies duly licensed to transact business in this state, insuring the person from any and all liability which he/she may incur as a result of bodily injuries or property damage resulting to him. The limit of such insurance policy shall not be less than \$500,000.00 for bodily injuries to or death of any one person and an aggregate of \$1,000,000.00 on account of any one accident resulting in injuries and/or death of more than one person and a total of \$50,000.00 liability for damages to property of others arising out of any one accident.
3. If the applicant is a corporation, a copy of the certificate required to be filed under Minn. Stat., § 300.06 as recorded and certified to by the Secretary of State.
  4. A copy of the applicant's certificate of authority from the Minnesota Public Utilities Commission, or other applicable state or federal agency, to the extent such authority is required by law.
    - (a) Payment of a permit fee covering the city's administrative and management costs and any associated costs such at the cost of any right-of-way restoration that the city will complete. The permit fee is waived as to the GRPUC for a period of one-year after the date of adoption of this article.

(Ord. No. 05-01-01, § 4, 1-11-2005)

Sec. 58-35. - Permit approval, denial and conditions.

- (a) Denial of permit. The city may deny a permit if a completed application is not filed, if the requirements and conditions of this article are not met, or if the city determines that the denial is necessary to protect the health, safety, and welfare or to protect the right-of-way and its current use.
- (b) Any permit application submitted shall be reviewed and granted or denied by the city engineer within five (5) working days. If the city engineer fails to take action on the application within five (5) working days, the permit shall be deemed to be granted.
- (c) Small Wireless Facility – Deadline for action. The city shall approve or deny a small wireless facility permit application within 60 days for an existing facility and 90 days for a new facility after filing of such application. The small wireless facility permit, and any associated building permit application, shall be deemed approved if the city fails to approve or deny the application within the review periods established in this section.
- (d) Conditions. The city may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all

requirements of local, state and federal laws, including but not limited to Minn. Stat. §§ 216D.01-.09 (Gopher Once Call Excavation Notice System) and Minn. R., ch. 7560.

(e) Small Wireless Facility Conditions. In addition to subdivision d, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way, shall be subject to the following conditions:

1. A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.
2. No new wireless support structure installed within the right-of-way shall exceed 50 feet in height without the city's written authorization, provided that the city may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.
3. No wireless facility may extend more than 10 feet above its wireless support structure.
4. Where an applicant proposes to install a new wireless support structure in the right-of-way, the city may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.
5. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.
6. Where an applicant proposes to replace a wireless support structure, the city may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

(Ord. No. 05-01-01, § 5, 1-11-2005)

Sec. 58-36. - Permit fees.

The city council may establish an appropriate permit fee schedule that will be available to the public. Unless otherwise agreed to in a franchise, right-of-way permit fees are separate from and in addition to franchise fees imposed on a right-of-way user. ~~The permit fee is waived as to the GRPUC for a period of 1-year after the date of adoption of this article.~~

(Ord. No. 05-01-01, § 6, 1-11-2005)

Sec. 58-37. - Work standards.

(a) All work performed in the right-of-way shall be done in conformance with Minn. Rules, part 7819.1100, or applicable local requirements.

(b) Standards for Wireless Telecommunications Facilities

1. Purpose. The City desires high quality wireless communication services to accommodate the needs of residents and businesses. At the same time, the City strives to minimize the negative impacts that wireless telecommunication facilities can have on aesthetics and public safety. Due to the many services that must be delivered within its limited area, the City also strives to avoid unnecessary encumbrances within the public right-of-way. The purpose of this section is to regulate wireless telecommunication facilities within the public right-of-way in a manner that balances desire for service with aesthetic, public safety and right-of-way flexibility concerns.

Public rights-of-way are appropriate locations for wireless telecommunication facilities that present minimal impacts (i.e., small pole attachments that do not require new poles, do not require pole extensions, and do not have associated ground mounted equipment). Wireless telecommunication facilities that require greater heights than can be afforded by existing poles in the public right-of-way and that require ground mounted equipment are more appropriately sited outside the public right-of-way.

2. Wireless telecommunication facilities as pole attachments. Wireless that comply with the following requirements may be attached to existing public utility structures within the right-of-way after issuance of a permit.
  - a. The wireless telecommunication facility shall not extend above the top of the existing public utility structure and the height of the existing public utility structure shall not be increased to accommodate the wireless telecommunication facility.
  - b. If the public utility structure must be replaced to structurally accommodate the wireless telecommunication facility, the replacement public utility structure height shall not exceed the existing public utility structure height and the replacement public utility structure diameter shall not exceed the existing public utility structure diameter by more than fifty (50) percent.
  - c. The wireless telecommunication facility shall not be larger than six (6) cubic feet in volume and shall have no individual surface larger than four (4) square feet.
  - d. The wireless telecommunication facility shall not extend outward from the existing pole or tower or arm thereof by more than two and one-half (2½) feet, except that an antenna one-half (½) inch in diameter or less may extend an additional six (6) inches.
  - e. The wireless telecommunication facility shall include no ground mounted equipment within the planned widened rights-of-way.
  - f. The wireless telecommunication facility shall not interfere with public safety communications.
  - g. Wireless telecommunication facilities in the right-of-way shall be removed and relocated at City request in accordance to the requirements of Section 58-45, of this code.
  - h. The wireless telecommunication facility shall not block light emanating from the public utility structure and shall not otherwise interfere with the original use of the public utility structure.
3. Wireless telecommunication facilities as pole extensions or with ground mounted equipment. Wireless that require increased public utility structure height or that have ground mounted equipment may be erected in the public right-of-way only when in compliance with the following provisions and after issuance of the required permit(s).
  - a. The applicant shall demonstrate to the satisfaction of the Public Works Director or designee that the wireless telecommunication facility cannot be placed in a code complying location outside the right-of-way within one-quarter mile of the proposed location.



- b. The replacement public utility structure, including lightning rods and all other attachments, shall not exceed the height of the existing public utility structure by more than fifteen (15) feet. Once the height of a public utility structure has been increased under the provisions of this section, the height shall not be further increased.
- c. The replacement public utility structure diameter shall not exceed the existing public utility structure diameter by more than fifty (50) percent.
- d. The wireless telecommunication facility shall not extend outward from the public utility structure by more than two (2) feet.
- e. If feasible and desirable, as determined by the Public Works Director or designee, the replacement public utility structure shall match the original and surrounding public utility structures in materials and color.
- f. The wireless telecommunication facility shall not interfere with public safety communications.
- g. A pole attachment or excavation permit for a wireless telecommunication facility that has ground mounted equipment will be issued only if the issuing authority finds the following:
  - i. The ground mounted equipment will not disrupt traffic or pedestrian circulation;
  - ii. The ground mounted equipment will not create a safety hazard;
  - iii. The location of the ground mounted equipment minimizes impacts on adjacent property; and
  - iv. The ground mounted equipment will not adversely impact the health, safety or welfare of the community.
- h. Ground mounted equipment associated with the wireless telecommunication facility shall meet the following performance standards:
  - i. Be set back a minimum of ten (10) feet from the back of curb;
  - ii. Be separated from a sidewalk by a minimum of three (3) feet;
  - iii. Be set back a minimum of fifty (50) feet from the nearest intersecting right-of-way line;
  - iv. Be separated from the nearest ground mounted wireless telecommunication equipment installation on the same block face by a minimum of three hundred thirty (330) feet unless the equipment is placed underground;
  - v. If located adjacent to residential uses, ground mounted equipment shall be limited to three (3) feet in height above grade and twenty-seven (27) cubic feet in cumulative size;
  - vi. If located adjacent to nonresidential uses, ground mounted equipment shall be limited to five (5) feet in height above grade and eighty-one (81) cubic feet in cumulative size;
  - vii. Vegetative or other screening compatible with the surrounding area shall be provided around the ground mounted equipment if deemed necessary by the Public Works Director or designee.
- i. Wireless telecommunication facilities in the right-of-way shall be removed and relocated at City request in accordance to requirements of Section 58-45, of this code.

4. New poles. The erection in the right-of-way of a new pole to support wireless telecommunication facilities is not allowed, except as a replacement of an existing public utility structure subject to the requirements of this section.

5. Charges. In addition to the permit fees, the City reserves the right to charge telecommunication providers for their use of the public right-of-way to the extent that such charges are allowed under state law. Telecommunication providers shall be responsible for payment of property taxes attributable to their equipment in the public right-of-way.

(Ord. No. 05-01-01, § 7, 1-11-2005)

Sec. 58-38. - Right-of-way restoration by permittee.

Unless otherwise provided in a permit, the permittee shall promptly and fully restore the right-of-way within five (5) working days of completion of the placement of utilities, to a condition equivalent to that prior to its work. The permittee shall complete restoration according to Minn. Rules, 7819.1100, or such standards as may be specified by the city. If the pavement settles, the permittee shall pay to the city all costs associated with correcting the problem within thirty (30) days of billing. Upon the city's request, the permittee shall post a construction performance bond in accordance with the provisions of Minn. Rules, part 7819.3000. If the permittee fails to restore the right-of-way as required, the city may exercise its rights under the construction performance bond.

(Ord. No. 05-01-01, § 8, 1-11-2005)

Sec. 58-39. - Right-of-way restoration by the city.

The city may choose to restore the right-of-way with city forces or through contracting. If the city restores the right-of-way, the permittee shall pay the estimated costs thereof as part of the permit application fee and when restoration is completed by the city, pay the actual cost.

(Ord. No. 05-01-01, § 9, 1-11-2005)

Sec. 58-40. - Inspection.

- (a) *Notice of completion.* The permittee shall notify the city in writing when the work under a permit is completed.
- (b) *Site inspection.* City personnel and others authorized by law may inspect the work-site at any time during or upon completion of the work. At any time, the city may order immediate cessation of work that poses a threat to the life, health, safety or well being of the public.

(Ord. No. 05-01-01, § 10, 1-11-2005)

Sec. 58-41. - Work done without a permit.

- (a) *Non-emergencies.* Except in an emergency, any person who obstructs or performs work in a right-of-way without the necessary permit must immediately obtain a permit and pay double the normal permit fee as a penalty.
- (b) *Emergency situations.* Any person with facilities in the right-of-way shall immediately notify the city of any emergency in relation to its facilities. Such person may take whatever actions are necessary to respond to the emergency. Such person shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements in this article as soon as is feasible.

(Ord. No. 05-01-01, § 11, 1-11-2005)

Sec. 58-42. - Revocation of permit.

The city may revoke any right-of-way permit, without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. Prior to revocation, the city shall make a written demand upon the permittee to remedy such violation. Within 24 hours of receipt, the permittee shall provide a plan acceptable to the city to cure the violation or breach. The permittee's failure to timely respond or implement the approved plan shall be cause for immediate revocation of the permit.

(Ord. No. 05-01-01, § 12, 1-11-2005)

Sec. 58-43. - Mapping data.

Each permittee shall provide mapping information required by the city, including the following:

(a) The location and approximate depth of all facilities, with the location based on:

- a1. Coordinates derived in accordance with the GIS coordinate system being used by the city;  
or
- b2. If specifically authorized by the city, based on offsets from property lines, distances from the centerline of the public right-of-way, and curb lines.

(2b) The type and size of the facility;

(3c) The location of all aboveground facilities;

(4d) The location any facilities that have been abandoned; and

(5e) A legend explaining symbols, characters, abbreviations, scale, and other data shown on the map.

(Ord. No. 05-01-01, § 13, 1-11-2005)

Sec. 58-44. - Location of facilities.

(a) (a)—*Underground*. All new or replacement facilities must be installed and maintained underground. Exceptions would be the above ground installation, construction, modification, or replacement of meters, gauges, transformers, street lighting, pad mount switches, capacitor banks, re-closers and service connection pedestals shall be allowed. Additionally, for GRPUC applications, if the electrical distribution engineer of the GRPU believes that the placement of new or replacement facilities underground will impose significant financial burden and/or create technical difficulties which could preclude the placement of electrical distribution lines underground, he/she shall submit such information, as part of the permit application, in writing, to the city engineer for consideration. The city engineer shall take such information into consideration in determining whether the permit shall be approved or denied. If the permit is denied, the GRPUC may appeal the denial to the city council for reconsideration.

(b) Facility Markers. All above ground facilities located on city right of way (as noted in Sec. 58-44(a)) shall have a high-visibility marker attached. Minimum of length of five (5) feet with reflective tape at least six (6) inches wide. Marker shall be corrosion and UV resistant. All unmarked facilities that become damaged shall be repaired/replaced at no cost to the city.

The requirements of this subsection shall apply equally outside of the corporate limits of the city coincident with city jurisdiction of platting, subdivision regulation, orderly annexation, areas in which a joint powers agreement has been executed between the city and a specific jurisdiction which grants the city the authority to exercise such authority, or comprehensive planning as allowed by law.

(c) (b)—*Temporary service*. Above-ground installation, construction, or placement of temporary service

lines shall only be allowed:

- (1) During new construction of any project for a period not to exceed three months.
- (2) During an emergency in order to safeguard lives or property within the city:
- (3) For a period of not more than seven months when conditions make excavation impractical due to frozen soil.

(d) ~~(e)~~—*Additional requirements.* The city may impose additional restrictions on the location, size, design and appearance of any facilities to-be located in the right-of-way. The city may assign specific corridors or locations within the right-of-way for each type of facility to-be located in the right-of-way. Permits issued by the city may designate the proper corridor or location for the facility at issue.

~~(e)~~(d)—*Prohibited Installations.* The city may prohibit the installation or placement of additional facilities within the right-of-way if necessary to protect health, safety, and welfare, or protect the right-of-way and its current use. In making such decision, the city shall be guided primarily by considerations of the public interest, the condition of the right-of-way, the protection of existing facilities in the right-of-way, and future city plans for public improvements and development projects.

(Ord. No. 05-01-01, § 14, 1-11-2005)

Sec. 58-45. - Relocation of facilities.

Upon the city's written request, a person with facilities in the right-of-way shall promptly and at its own expense permanently remove and relocate its facilities as necessary to prevent interference in connection with a public project, such as a road improvement, or as the city may deem necessary to further public health or safety.

(Ord. No. 05-01-01, § 15, 1-11-2005)

Sec. 58-46. - Right-of-way vacation.

If the city vacates a right-of-way that contains the facilities of a permittee, the permittee's rights in the vacated right-of-way are governed by Minn. Rules, part 7819.3200.

(Ord. No. 05-01-01, § 16, 1-11-2005)

Sec. 58-47. - Indemnification and liability.

By applying for and accepting a permit under this article, a permittee agrees to defend and indemnify the city in accordance with the provisions of Minn. Rules, part 7819.1250.

(Ord. No. 05-01-01, § 17, 1-11-2005)

Sec. 58-48. - Abandoned facilities.

Any person who has abandoned facilities in any right-of-way shall promptly remove them if the city determines it is necessary to accommodate other right-of-way repair, excavation, or construction.

(Ord. No. 05-01-01, § 18, 1-11-2005)

Sec. 58-49. - Appeal.

A right-of-way user that: (1) has been denied a permit; (2) has had permit revoked; or (3) believes that the fees imposed are invalid, may have the denial, revocation, or fee imposition reviewed upon written request by the city council at its next regular meeting. A decision affirming the denial, revocation, or fee imposition will be writing and supported by written findings.

(Ord. No. 05-01-01, § 19, 1-11-2005)

Sec. 58-50. - Reservation of regulatory and police powers.

A permittee's rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

(Ord. No. 05-01-01, § 20, 1-11-2005)



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0319      **Version:** 1      **Name:** Amended Fee Schedule  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/15/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider adopting a resolution amending the City Wide Fee Schedule to include Small Wireless Facility Fees.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Fee Schedule Resolution w-attachment.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution amending the City Wide Fee Schedule to include Small Wireless Facility Fees.

**Background Information:**

The Engineering Department is requesting that the City Council adopt fees pertaining to small wireless facilities within the City limits. A draft of the amended fee schedule is attached.

**Staff Recommendation:**

Review and adopt City Resolution implementing small wireless facility fees.

**Requested City Council Action**

Make a motion adopting a resolution amending the City Wide Fee Schedule to include Small Wireless Facility Fees.

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

RESOLUTION NO. 19 -

**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 28<sup>th</sup> day of May, 2019

\_\_\_\_\_  
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.

"Exhibit A"

D O O R M    D O O R M    D O O R M    D O O R M 05/29/201	
<b>CITY WIDE FEES</b>	
100 25	25
101 10	10
1.00	1.00
<b>ADMINISTRATION DEPARTMENT</b>	
5.00	5.00
5.00	5.00
<b>Intoxicating Liquor</b>	
<b>Consumption and Display</b>	
500.00	500.00
100.00	100.00
<b>Private On-Sale</b>	
150.00	150.00
2,500.00	2,500.00
550.00	550.00
200.00	200.00
<b>Club On-Sale</b>	
200	200
201 500	500
501 1,000	1,000
1,001 2,000	2,000
M 2,000	2,000
150.00	150.00
150.00	150.00
20.00	20.00
<b>Convention Facilities On-Sale</b>	
25.00	25.00



	100.00
<b>Non-intoxicating malt liquor 3.2</b>	
	25.00
	100.00
	25.00
Rent	200.00
<b>Brewer Taprooms/Brewpubs</b>	
	50.00
	200.00
Drinking	00.00
	25.00
	25.00
	50.00
	100.00
	150.00
<b>CENTRAL SCHOOL BUILDING</b>	
<b>Monthly Rental Fees</b>	
	11.02
1 <sup>st</sup>	11.90
2 <sup>nd</sup>	11.49
3 <sup>rd</sup>	5.00
<b>CIVIC CENTER</b>	
	115.00
	14.00
	200.00
	115.00
Drinking	00.00
	100.00
	150.00
	00.00
	1200.00
	20.00
	100.00
	200.00



1000.001.00	545	1,000.00	1	
		5,000.00		
100.0120	505.00			
	5			
	25			
	100			
<b>Other Inspections and Fees:</b>				
1	55.55			
2	55.55			
	55.55			
4	55.55			
5	55.55			
	55.55			
<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>
R	0.00		1.00	1.00
D	40.00		1.00	41.00
R	0.00		1.00	1.00
R	5.00	2.00	1.00	9.50
D	40.00	2.20	1.00	43.50
D	49.00	5.10	1.00	55.50
D	11.00	4.40	1.00	16.50
R	5.00	2.00	1.00	9.50
R	5.00	2.00	1.00	9.50
D	40.00	2.20	1.00	43.50
R	0.00		1.00	1.00

Research-R	40.00	2.20	1.00	65.50
Research/Research	40.00	2.20	1.00	65.50
Research/Research/Research	14.50		1.00	15.50
Research/Research/Research	40.00		1.00	41.00
Research/Research/Research	54.50	5.50	1.00	91.50
Research/Research/Research	50.00			
Research/Research/Research	15.15			
Research/Research/Research	25.25			
Research/Research	5.50			
Research/Research	15.15			
Research/Research	0.00			
Research/Research	5.05			
Research/Research	55.55			
Research/Research	5.50			
Research/Research	5.50			
Research/Research/Research/Research/Research/Research	55.55			
Research/Research/Research/Research	505.00			
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research				500
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research				
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research				(\$10,000 deposit required via escrow agreement)
Research/Research	2,525.00			
Master/Research/Research	1,200.00			
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research	15.00			
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research	2,525.00			
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research	505.00			
Research/Research	252.50			
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research	505.00			
<b>ENGINEERING DEPARTMENT</b>				
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research	50.00			
Research/Research/Research/Research/Research/Research/Research/Research/Research/Research/Research				

<b>Small Wireless Facility Fees</b>	
	1.500/
R	1.5.00
M	.00
d	100
M	1.2.00
d	100
<b>Stormwater Permit Application</b>	
R	25.00
	100.00
	1.5.00
	00.00
<b>Stormwater Pollution Prevention Deposit</b>	
R	500.00
	1.000.00/100.000
<b>Stormwater Utility Rates</b>	1 201
	5
M	24
	9
d	9
	51
M	10.00
<b>Prints:</b>	
24/24	50
24/	5.00
4	10.00

	\$40.00/yr + \$5.00/d
	\$150.00
	\$10.00/yr
	\$200.00/yr
<b>FINANCE DEPARTMENT</b>	
	\$15.00
	\$2.00/yr + \$10.00/d
	\$20.00
	\$95
<b>FIRE DEPARTMENT</b>	
	\$500.00
	\$50.00
	\$50.00
<b>Inspection Fees:</b>	
	\$125.00
	\$100.00/yr + \$500.00
	\$50.00/yr + \$50.00
<b>Storage of Flammable Liquids:</b>	
	\$150.00/yr
	\$150.00/yr
	\$50.00/yr
	\$50.00
	\$50.00
	\$250.00/d <b>within Itasca County</b>
	\$250.00/d <b>outside Itasca County</b>
<b>PARKS AND RECREATION</b>	
	\$5.00

...	\$5.00/d
...	\$50/d
...	\$5.00/cr...
...	\$25.00/cr...
...	...
R...	0...
...	\$5...45.00/cr...
...	\$5.00/...
...	\$150.00/...
...	...
<b>POLICE DEPARTMENT</b>	
D...	\$10.00/cr...
...	\$10.00/cr...
D...	\$2.00/cr...
...	\$10.00/d...
...	...
<b>Disposal of Animals:</b>	
D...	100...
...	...
...	100...
...	...
...	R...
...	\$50.00/...
...	...
...	...
...	\$25.00/...
...	\$25.00/...

Comment [KJ1]: No fee charged

Comment [KJ2]: No longer charge fee

Comment [KJ3]: No City facility, us TJ's Towing Service

	<input type="checkbox"/> 50.00 4 <sup>th</sup> <input type="checkbox"/> 50.00 5 <sup>th</sup> <input type="checkbox"/> 100.00 <input type="checkbox"/> 125.00 <input type="checkbox"/> 150.00 <input type="checkbox"/> 150.00 9 <sup>th</sup> <input type="checkbox"/> 500.00 10 <sup>th</sup> <input type="checkbox"/> 500.00 10 <sup>th</sup>
<b>POLICE ADMINISTRATIVE PENALTIES</b>	
	0.00
	50.00
	25.00
R	500.00
<b>Fireworks:</b>	
	250.00
<b>Miscellaneous:</b>	
	25.00
	100.00
	0.00
	50.00
	50.00
	100.00
	25.00
	100.00
	0.00
	40.00
	50.00

**Comment [KJ4]:** Fire Department Issue

**Comment [KJ5]:** Fire Department Issue

**Comment [KJ6]:** Building Department Issue

**Comment [KJ7]:** Obsolete

**Comment [KJ8]:** Obsolete

**Comment [KJ9]:** Enforced by Community Development



D	50.00
<b>Parking:</b>	
	50.00
	50.00
	25.00
<b>Traffic:</b>	
	100.00
<b>Speed (1-10 mph over posted limit)</b>	<b>\$60.00*</b>
<b>Stop Signs</b>	<b>\$60.00*</b>
<b>Unreasonable Acceleration</b>	<b>\$60.00*</b>
<b>Mufflers 169.69</b>	<b>\$60.00</b>
<b>Hitching 169.46</b>	<b>\$60.00</b>
<b>Weapons:</b>	
D	50.00
<b>PUBLIC WORKS</b>	
	25.00
	45.00
	0.00
	25.00
	25.00
	15.00
<b>M</b>	
M	5.00/
	0.00/rd
	5.00/rd
	1/
M	9/
R D r	



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0321      **Version:** 1      **Name:** Grand Jam Community Event  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/15/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider recognizing "Grand Jam" event scheduled for July 13, 2019 at the Itasca County Fairgrounds as a community event.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider recognizing "Grand Jam" event scheduled for July 13, 2019 at the Itasca County Fairgrounds as a community event.

**Background Information:**

Grand Jam is an outdoor concert event scheduled for Saturday, July 13, 2019 at the Itasca County Fairgrounds. This has the potential to be an annual event in Grand Rapids.

**Staff Recommendation:**

Recognize Grand Jam as a community event.

**Requested City Council Action**

Make a motion recognizing "Grand Jam" as a community event.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0323      **Version:** 1      **Name:** Amusement Permit Application  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/16/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving application for amusement permit for Garden Bros. Circus, event to be held at the IRA Civic Center on Monday, June 10, 2019.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Garden Bros Circus Application.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving application for amusement permit for Garden Bros. Circus, event to be held at the IRA Civic Center on Monday, June 10, 2019.

**Background Information:**

Kristina Salgado has applied for an Amusement Permit to hold a circus at the IRA Civic Center on June 10, 2019. Insurance and application have been submitted.

**Staff Recommendation:**

Approve permit contingent upon receipt of fee.

**Requested City Council Action**

Make a motion approving Amusement Permit for Garden Bros. Circus contingent upon receipt of permit fee.



APPLICATION FOR SPECIAL PERMIT  
FOR AN AMUSEMENT

DATE OF APPLICATION 5/15/2019  
NAME OF LICENSEE Garden Bros Circus  
ADDRESS PO Box 25777 Sarasota, FL 34217  
PHONE NUMBER 941343 2378  
CONTACT PERSON Kristina Salgado  
LOCATION OF EVENT Ira Civic Center  
DATE(S) OF EVENT 6/10/19  
SPONSORING ORGANIZATION Stellar Entertainment Group Inc  
ADDITIONAL INFORMATION: DBA Garden Bros Circus  
on site contact: James Moser 9415043258

I hereby apply for a special permit to hold a Circus as allowed by Ordinance Chapter 14.2 AMUSEMENTS. I declare that I have read and understand the requirements of Section 14.2.

Kristina Salgado  
Name of Licensee

Kristina Salgado  
Signature of Authorize Office

FOR OFFICE USE ONLY

Approved by the City Council on 5-28-19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5-16-19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Specialty Insurance, LTD. P.O. Box 16901 West Haven, CT 06516 http://specialtyinsuranceltd.com	<b>CONTACT NAME:</b> Thomas Plouffe / Michael Plouffe <b>PHONE (A/C No. Ext):</b> 203-931-7095 <b>FAX (A/C No.):</b> 203-931-0682 <b>E-MAIL ADDRESS:</b> certificates@specialtyinsuranceltd.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Certain Underwriters @Lloyds of London</td> <td>15792</td> </tr> <tr> <td>INSURER B: Liberty Mutual Insurance Corp</td> <td>23043</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Certain Underwriters @Lloyds of London	15792	INSURER B: Liberty Mutual Insurance Corp	23043	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B: Liberty Mutual Insurance Corp	23043													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Stellar Entertainment Group, Inc dba Garden Brothers Circus P O Box 25777 Sarasota, FL 34277														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		CC/18-0150	12/22/18	12/22/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	X		CE/18-0104	12/22/18	12/22/19	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$								
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC5-39S-383278-018	12/1/18	12/1/19	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ira Civic Center and their respective members, directors, officers, employees, and agents; And the City of Grand Rapids and Itasca County are added as an additional insured per the attached endorsement as respects Garden Brothers Circus, located at Ira Civic Center, 1401 NW 3rd Ave. from June 10, 2019. Per form CC-GL-BLAI (01/17).

<b>CERTIFICATE HOLDER</b> Ira Civic Center 1401 NW 3rd Ave. Grand Rapids, MN 55744	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Thomas Plouffe
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0326      **Version:** 2      **Name:** MN DNR Grant  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/19/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider authorizing the Fire Department to apply for a DNR Grant  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [DNR Grant APP](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the Fire Department to apply for a DNR Grant

**Background Information:**

[The Minnesota DNR is offering a 50/50 matching grant in the amount of up to \$5000 for fire departments to use for fire fighting equipment. The Rural Fire Department Volunteer Fire Assistance Matching Grant Project is the same matching grant the Fire Department has been awarded over the past several years. The matching grant dollars are to be used for equipment that will help support the efforts of wildland fire suppression.

The Grand Rapids Fire Department has determined the need to purchase Wildland Fire Fighter Brush Coats with this grant money. If successful, the city's contribution of the \$5,000 towards the matching grant would come from the Fire Department's operating budget.]

**Staff Recommendation:**

[Allow for the Fire Department to apply for a \$5,000 matching grant through the MN DNR.]

**Requested City Council Action**

Make a motion allowing the Grand Rapids Fire Department to apply for a \$5,000 matching grant from the MN DNR for Wildland Fire Fighter Brush Coats.

**RURAL FIRE DEPARTMENT VOLUNTEER FIRE ASSISTANCE (VFA) MATCHING  
GRANT PROJECT PROPOSAL**

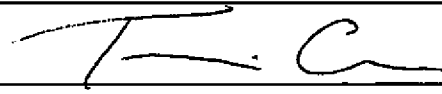
Complete Mail or email to: **Rural Fire Grant Project Proposal**  
**MN Interagency Fire Center**  
**402 SE 11<sup>th</sup> Street**  
**Grand Rapids, Minnesota 55744**  
[shelly.serich@state.mn.us](mailto:shelly.serich@state.mn.us)

**➔ POSTMARKED NO LATER THAN..... JUNE 1, 2019**

<b>Fire Department:</b> Grand Rapids	<b>Name &amp; Title of person filling out form:</b> John Linder - 2nd Assistant Fire Chief
<b>Official FD Mailing Address:</b> 18 NE 5th Street	<b>Telephone: Day:</b> 218-244-6952 <b>Night:</b> 218-244-6952 <b>Cell:</b> 218-244-6952 <b>Fire Hall:</b> 218-326-7639
<b>City, State, Zip:</b> Grand Rapids, MN 55744	<b>FD e-mail:</b> <a href="mailto:jlinder@ci.grand-rapids.mn.us">jlinder@ci.grand-rapids.mn.us</a>

- Population directly benefiting from the project: 26,476
- Fire Department's protection area (square miles): 260.5  
(Excluding Mutual Aid Area)
- Number of fire incidents for the previous year: wildland 14 structural 21 other 7
- Fill in the estimated total cost of the project(s) and the Grand total the dollar amount requested.

\$ 5,000.00	Wildland Personal Protective Equipment	\$	Structural Turnout Gear
\$	Excess Property Equipment Conversion	\$	Radios/Pagers
\$	Wildland Equipment	\$	Breathing Apparatus
\$	Water Movement Items	\$	Safety Equipment
\$	Other Miscellaneous Projects (Describe)	\$	Water Storage System
<b>Grand Total Dollars Requested \$ 5,000.00</b>			

**Fire Department Chief's Signature:**  **Date:** 5/21/19

<b>OFFICE USE ONLY:</b>	
<b>GRANT APPROVED UP TO \$</b> _____	<b>PRIORITY IS FOR</b> _____
<b>APPROVAL/DATE:</b> _____	<b>CONTRACT NUMBER</b> _____
<b>Modified Project:</b> _____	<b>Approval/date:</b> _____



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0327      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider adopting a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Site Development Infrastructure Program for the Anytime Fitness Development

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [IRRRB Resolution for Anytime Fitness project](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Site Development Infrastructure Program for the Anytime Fitness Development

**Background Information:**

The proposed Anytime Fitness project will involve the private construction of a new 8,400 sf. commercial facility on a 1.9-acre parcel located at 110 Golf Course Rd. in Grand Rapids. The site was once part of a larger parcel and served as parking area for the former K-Mart, which has been vacant since June of 2015. The total estimated construction cost of the building and site work is approximately \$1,211,000. With site acquisition, working capital and soft costs, the total project cost is \$1,530,900.

The proposed project has received a commitment for its commercial lending from Woodland Bank of Grand Rapids. The proposed project and building will serve as the location of a merger/partnership between two local private health club facilities, Rapid Fitness 24/7 and Anytime Fitness, forming a state of the art advanced fitness and health center. The merged health and fitness club will operate as an Anytime Fitness to offer its members access all 4500 Anytime Fitness locations. A 1200 sf portion of the building will serve as the location of a new health food store, Rapid Nutrition.

The developer estimates that the construction of the Anytime Fitness facility will employ 50 temporary positions during its anticipated 7-month construction period. The temporary construction positions are equivalent to approximately 10 FTE.

Anytime Fitness and Rapid Fitness will, together, retain two employees from the existing health clubs and add one additional employee for a total of 3 FTEs in the new Anytime Fitness. In addition, the new business, Rapid Nutrition, will employ two new positions. The average hourly wage of the three Anytime Fitness positions will be \$20.35 per hour. The two positions at Rapid Nutrition will pay an average hourly wage of \$14.75. The development will generate an estimated additional \$26,000 per year of local property taxes.

The requested grant of \$57,800.00 from the Department of Iron Range Resources and Rehabilitation Site Development Infrastructure Program will fund costs associated with the extension of sanitary sewer and water services to the proposed building.



**Requested City Council Action**

Consider adopting a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Site Development Infrastructure Program for the Anytime Fitness Development

**CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. ##**

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

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO  
MAKE APPLICATION TO AND ACCEPT FUNDS FROM  
THE MN DEPT. OF IRRR SITE DEVELOPMENT INFRASTRUCTURE GRANT  
PROGRAM**

**WHEREAS THE** authorizing authority approves of the attached application for the Anytime Fitness development: and

**WHEREAS THE** authorizing authority hereby agrees to accept funding for the underlying project, if approved by the Minnesota Department of IRRR.

**NOW THEREFORE BE IT RESOLVED** that the authorizing authority of City of Grand Rapids, 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 28th day of May 2019.

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

\_\_\_\_\_  
Tom Pagel  
City Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0328      **Version:** 1      **Name:** Consider authorizing the Police Department to apply for a 2019-2020 Toward Zero Deaths (TZD) Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

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

**File created:** 5/20/2019      **In control:** City Council

**On agenda:** 5/28/2019      **Final action:**

**Title:** Consider authorizing the Police Department to apply for a 2019-2020 Toward Zero Deaths (TZD) Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider authorizing the Police Department to apply for a 2019-2020 Toward Zero Deaths (TZD) Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

**Background Information:**

The Police Department has received numerous Toward Zero Deaths (TZD) Grants in the past and is the lead agency for this multi-agency grant. The agencies involved in the grant are; Grand Rapids Police Department, Itasca County Sheriff's Department, Nashwauk, Keewatin, Deer River, Coleraine, and Bovey Police Departments. The lead agency does the combined reporting and the City acts as the fiscal agent for disbursement of the reimbursed funding. Agencies are reimbursed for overtime wages, including fringe benefits. The grant period will be from October 1, 2019 through September 30, 2020. The application for the grant is fast approaching. The award amount for this grant is unknown at this time, as this is dependent on the number of agencies statewide that apply.

**Staff Recommendation:**

Consider allowing the Police Department to apply for the 2019-2020 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

**Requested City Council Action**

Make a motion authorizing the Police Department to apply for a 2019-2020 Toward Zero Deaths (TZD) Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0329      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving the resolution accepting a grant from the Minnesota Department of Natural Resources (DNR) for CP 2019-2 Grand Rapids-Cohasset Connection Trail.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [DNR Grand Rapids Cohasset Trail.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the resolution accepting a grant from the Minnesota Department of Natural Resources (DNR) for CP 2019-2 Grand Rapids-Cohasset Connection Trail.

**Background Information:**

On March 26, 2018 the City Council authorized an application to the DNR for a local trail connection program grant for CP 2019-2 Grand Rapids-Cohasset Connection Trail. The grant application has been awarded by the DNR in the amount of \$150,000.

**Staff Recommendation:**

Approve the resolution accepting a grant from the Minnesota Department of Natural Resources (DNR) for CP 2019-2 Grand Rapids-Cohasset Connection Trail.

**Requested City Council Action**

Make a motion approving the resolution accepting a grant from the Minnesota Department of Natural Resources (DNR) for \$150,000 for CP 2019-2 Grand Rapids-Cohasset Connection Trail.

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

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$150,000 GRANT FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR CP 2019-2 GRAND RAPIDS-COHASSET CONNECTION 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 \$150,000 grant and its terms from the Minnesota Department of Natural Resources (DNR) for CP 2019-2 Grand Rapids-Cohasset Connection Trail.

Adopted this 28<sup>th</sup> day of May 2019

\_\_\_\_\_  
Dale C. Adams, Mayor

Attest:

\_\_\_\_\_  
Kimberly 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 #:** 19-0330      **Version:** 1      **Name:** Stauber Contract  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/20/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider entering into a contract with Stauber's Goalcrease.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Stauber Contract 2019 - Signed](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a contract with Stauber's Goalcrease.

**Background Information:**

Since 2006 we have been offering a goalie camp featuring Stauber's Goalcrease. Robb Stauber and his staff run a quality camp attracting goaltenders from across Minnesota, Wisconsin, and the Dakota's. We will provide lodging to Robb and his staff during the four days of the camp. The lodging expense is covered in the camp's budget.

**Staff Recommendation:**

City staff recommends entering into a contract with Stauber's Goalcrease to provide coaching services during the Intense Northern Goalie Camp and provide lodging for the staff.

**Requested City Council Action**

Make a motion to enter into a contract with Stauber's Goalcrease to provide coaching services during the Intense Northern Goalie Camp and provide lodging for the staff.

## **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **City of Grand Rapids**, a Minnesota municipal corporation, hereinafter referred to as "City", and **Robb Stauber, DBA Goalcrease**, hereinafter referred to as "Consultant".

1. **Contracted Services.** Services to be performed by Consultant, as well as the rate of compensation, time of performance and special conditions for such services are set forth in Exhibit "A".
2. **Condition of Payment.** All services provided by Consultant pursuant to this Contract shall be performed to the satisfaction of City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.
3. **Termination of the Contract.** Neither party may cancel this Contract except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
4. **Independent Contractor.** It is agreed that Consultant is an independent contractor and shall not be considered an employee, agent, or representative of City. No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of City.
5. **Insurance.** The goalie camp for which the services of Consultant are retained is separately insured by the City, and Consultant is not required to obtain separate insurance.
6. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may entered as a judgment in any court of the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

7. **Entire Contract.** It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between City and Consultant relating to the subject matter hereof.

8. **City Contact.** City's designated contact with regard to this Contract is Dale Anderson, City Park and Recreation Director.

City and Consultant have executed this agreement by the authorized signatures below.

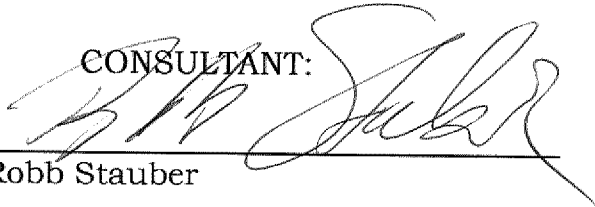
DATE: \_\_\_\_\_, 2019

CITY OF GRAND RAPIDS, MINNESOTA

BY: \_\_\_\_\_  
Dale Adams, Its Mayor

ATTEST: \_\_\_\_\_  
, Its City Clerk

DATE: 5/16, 2019

CONSULTANT: \_\_\_\_\_  
  
Robb Stauber

Approved as to form

Chad Sterle  
City Attorney

BY \_\_\_\_\_

Date: \_\_\_\_\_, 2019



Exhibit "A"

**SERVICES TO BE PERFORMED:** All coaching and organizational services relating to the Intense Northern Goalie Camp, 2019 (including on-ice instruction).

**RATE OF COMPENSATION:** Up to \$5,500.00 for full performance of services. City shall provide lodging for Goalcrease staff during dates of the camp.

**TIME OF PERFORMANCE:** August 3 through August 6, 2019 together with preparatory services to be performed at such time and in such manner as deemed appropriate by Consultant.

**SPECIAL CONDITIONS:** City shall have the right to the use of Consultant's name in promotion of the Grand Rapids Goalie Camp 2019.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0333      **Version:** 1      **Name:** Consider authorizing the Public Works Department to hire from the PW Eligibility List for the 2019 Spring/Summer Maintenance Season. Eligibility List

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

**File created:** 5/20/2019      **In control:** City Council

**On agenda:** 5/28/2019      **Final action:**

**Title:** Consider authorizing the Public Works Department to hire from the PW Eligibility List for the 2019 Spring/Summer Maintenance Season.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider authorizing the Public Works Department to hire from the PW Eligibility List for the 2019 Spring/Summer Maintenance Season.

**Background Information:**

The Public Works Department hires seasonal workers for the Spring/Summer Maintenance Season for all City owned property such as parks, athletic fields, right-of-ways, Itasca Calvary Cemetery and the Grand Rapids-Itasca County Airport. We are requesting the following be added to the roster:

John Baker	5/21/2019 - 11/2/2019	\$12.00 per hour
Elizabeth Bowman	5/28/2019 - 11/2/2019	\$12.00 per hour

The cost for these seasonal employees is included in the 2019 Budget.

**Staff Recommendation:**

Matt Wegwerth, PW Director/City Engineer, is recommending the hiring of two additional employees from the attached PW Eligibility List for the 2019 Spring/Summer Maintenance Season.

**Requested City Council Action**

Make a motion to approve the hiring of John Baker and Elizabeth Bowman for the 2019 Spring/Summer Maintenance Season.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0335      **Version:** 1      **Name:** GPZ entitlement transfer from Walker  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/21/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$150,000 of FAA entitlement funds from the City of Walker Federal Account to the City of Grand Rapids Federal Account.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$150,000 of FAA entitlement funds from the City of Walker Federal Account to the City of Grand Rapids Federal Account.

**Background Information:**

The City of Walker is unable to use their FAA entitlement funds at this time and has agreed to transfer an amount of \$150,000 to the City of Grand Rapids Federal Account. Attached are the Resolution Authorizing the Agreement, The Agreement for Transfer of Entitlement, and the Federal Airport Funding Repayment Agreement approved by the City of Walker. The City of Grand Rapids now needs to approve the Repayment Agreement for the transfer to take effect. The Repayment Agreement states that The City of Grand Rapids will repay the transfer to The City of Walker in 2021. The Agreement also states that this transfer is not required by the FAA, does not have interest applied, and is contingent on future funding legislation and the availability of funding to the City of Grand Rapids.

**Staff Recommendation:**

City Staff recommends authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$150,000 of FAA entitlement funds from the City of Walker Federal Account to the City of Grand Rapids Federal Account.

**Requested City Council Action**

A motion authorizing the City Administrator to sign the Federal Airport Funding Repayment Agreement to allow the transfer of \$150,000 of FAA entitlement funds from the City of Walker Federal Account to the City of Grand Rapids Federal Account.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0337      **Version:** 1      **Name:** Accept Master Services Agreement with Nextera  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/21/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider entering into agreement with Nextera Communications for telephone service.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Nextera Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider entering into agreement with Nextera Communications for telephone service.

**Background Information:**

Our current three year term with Nextera Communications is up for renewal. After reviewing our recent billing, we found that we are exceeding our long distance allowance and paying a small amount of overage charges. The new contract expands our long distance allowance and will reduce our average monthly costs.

**Staff Recommendation:**

Staff recommends that Council accept a new three year agreement with Nextera and authorize the Mayor to sign relevant documents.

**Requested City Council Action**

Enter into three year agreement with Nextera Communications and authorize the Mayor to sign associated documents.



13850 Bluestem Ct, Ste 150 Baxter, MN 56425  
 Ph: 218.818.6400 Fax: 218.818.6401  
 www.nextera.net

**Integrated T-1 Agreement**

Acct Rep	Agent	Type	Term	Promo/Gte	Today's Date
Johnathan		New	3 Years		

**Customer Name:** City Of Grand Rapids  
**Service Address:** 420 N Pokegama Ave  
**City:** Grand Rapids **State:** MN **Zip:** 55744

Service	Monthly Charge, Per Unit	Installation Charge	Quantity	Total Monthly Charges	Total Install Charges
<b>T-1, Wired:</b>					
. Digital Voice Channels	\$ 9.00		23	\$ 207.00	
. Data Channels (inc 'D' channel)	\$ 9.00		1	\$ 9.00	
. Derived Analog Lines					
. DID Numbers	\$ 0.20		88	\$ 17.60	
. Extended Level					
. T-1 Local Loop	\$ 150.00	Waived	1	\$ 150.00	Waived
<b>T-1, Wired:</b>					
. Digital Voice Channels					
. Data Channels (inc 'D' channel)					
. Derived Analog Lines					
. DID Numbers					
. Extended Level					
. T-1 Local Loop					
<b>Wireless</b>					
<b>Data T-1</b>					
<b>PBX Caller ID</b>	\$ 12.50		1	\$ 12.50	
<b>IP Addresses</b>					
<b>Email Boxes</b>					
<b>Virtual Phone Nos</b>					
<b>Toll Free Numbers</b>					
<b>Conferencing</b>					
<b>Analog Lines</b>					
. Advanced Feature Package					
. UCM					
. Follow-Me Service					
<b>Promotion</b>	\$ (75.00)		1	\$ (75.00)	
<b>CONTRACTED RATE (inc Long Dist Pkg)</b>				\$ 371.10	\$ -
<b>Surcharges</b>					
. Facility Access Charge	\$ 24.60			\$ 24.60	
. MN 911/TAP/TAM	\$ 1.03			\$ 23.69	
. Nomadic TN Req Recovery Fee					
<b>TOTALS</b>				\$ 419.39	\$ -

Long Distance	Rate Per Minute	Number of Minutes	Monthly Total Cost	Total Activation Charges
<b>2,000 Minute Package, Contiguous US &amp; Canada</b>				
Outbound Usage	\$50 / 2000 Min		\$ 50.00	
Overage = \$.035 per min				
<b>TOTAL LONG DISTANCE</b>			\$ 50.00	\$ -

**The initial term of this Agreement ("Initial Term") shall expire 3 Years from commencement of the activation of the Services.**

This Agreement and the most recent Master Service Agreement, together with any attachments hereto, and Nextera's policies and procedures located at www.nextera.net, incorporated by reference herein, constitute a binding commitment between Nextera and Customer. Customer acknowledges that Customer has received, read and understands this Agreement and the Master Service Agreement, and agrees to all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 14 of the Nextera Master Service Agreement. It is understood that the charges identified are not inclusive of taxes and that the long distance rates are not inclusive of HI, AK, extended area, int'l, operator, calling cards and mandatory surcharges (such as USF). It is further understood that charges for the T-1(s) will begin when the earlier of the following two situations occur, either 1) date of T-1(s) turn-up or 2) two weeks from T-1(s)

**Customer Acceptance:** \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Nextera Acceptance:** \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**11. LIMITED LIABILITY.** NEXTERA'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO NEXTERA DURING THE TERM OF THIS AGREEMENT. IN NO EVENT WILL NEXTERA BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE FORSEEABILITY THEREOF.

**12. INDEMNIFICATION.** Customer will indemnify, hold harmless, and defend NEXTERA, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Customer's use, resale or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death which is directly caused by NEXTERA due to NEXTERA's gross negligence.

**13. CONFIDENTIALITY.** The parties may have access to certain information, the ownership and confidential status of which is highly important to the other party and is treated or designated by one of the parties as confidential (herein referred to as "Confidential Information"). Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other party, and neither party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by the Rules. Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

**14. DEFAULT/TERMINATION.** If either party violates any provision of this Agreement or if either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or files a petition seeking relief under any chapter of the Bankruptcy Act, or if an involuntary petition under the Bankruptcy Act is filed with respect to such party, the non-defaulting party may send the defaulting party written notice detailing the default. The defaulting party will have: (a) 10 days from the date of the written notice to cure a payment default, or (b) 30 days from the date of the written notice to cure a non-payment default. If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies. This Agreement also may be terminated by either party in accordance with the provisions of the then current tariff or price list. If Customer terminates this Agreement or all or any part of the Services at any time after the Effective Date, NEXTERA may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the entire Services Term or Services Term then remaining, plus any unpaid activation, installation and/or special construction charges and all other fees or costs, whether previously waived or not, less amounts already paid. Customer will not be liable for the early termination fees set forth above if NEXTERA breaches the Agreement or if 1) Customer agrees to pay any special construction charges and 3rd party charges imposed on Nextera as a result of discontinuance of service; 2) Customer orders from NEXTERA services of equal or greater MRC than the Services terminated; 3) Customer signs a Service Agreement for any other NEXTERA provided New Service(s); 4) both the current Service and the New Service(s) are provided solely by NEXTERA; 5) the order to discontinue Service and the order to establish new Service(s) are received by NEXTERA at the same time; and 6) the New Service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by NEXTERA. Customer acknowledges that NEXTERA's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty. All such amounts will become immediately due and payable by Customer to NEXTERA.

**15. FORCE MAJEURE.** In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.

**16. GENERAL.** Any amendment must be in writing and signed by the parties hereto. Facsimile copies of this Agreement and any amendments or modification hereto, including facsimile signatures, will be accepted by the parties as originals. The failure of either party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, certified mail or by facsimile transmission with receipt verification. Notices will be sent to the addresses listed on the front of this Agreement and in the case of a notice to NEXTERA, a copy to the Legal Department, 13850 Bluestem Ct, Ste 150, Baxter MN, Fax No. 218-818-6401. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonement of any continuing or subsequent breach of the same provision. Customer may not assign its obligations hereunder without the prior written consent of NEXTERA, which will not be unreasonably withheld. This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of 6, 7, 10, 11, 12, 13, and 14 will survive termination.

\* \* \*

The undersigned has read the 3 pages of this Master Service Agreement and by his/her signature acknowledges receipt of a copy of this Master Service Agreement and agrees to the terms and conditions contained herein.

**Customer Acceptance:**



Authorized Signature

Print Name

Date

**7. COMPLIANCE WITH LAW.** This Agreement is subject to all applicable federal, state, and local laws, regulations, rulings, orders and other actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. NEXTERA will use good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires NEXTERA to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon 30 days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable Rules, specifically including, but not limited to, the Rules governing 911/E-911 and any other emergency services, as discussed below, Customer's use of the Services provided herein and any equipment associated therewith will not: (a) Interfere with or impair service over NEXTERA's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to NEXTERA's assets or Customers; (d) be used to frighten, abuse, torment or harass, or create hazards to NEXTERA or its network; or (e) violate the provisions of any of NEXTERA's policies and procedures, some of which are found at [www.nextera.net](http://www.nextera.net), including NEXTERA's 911/E-911 Policy. NEXTERA may immediately suspend or terminate, without liability, the Services for any violation of these provisions. Nextera reserves the right to revise the terms and provisions of all of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

Subject to NEXTERA's 911/E-911 policy and unless otherwise specifically agreed, (a) NEXTERA will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) NEXTERA will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911 /E-911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases, updates to transfer the ALI to the appropriate PSAPs. Nextera is not responsible for and will not make any chaabove. Customer will indemnify and hold harmless NEXTERA, its officers, directors, affiliated companies, employees, agents and subcontractors from all liabilities, claims, or damages arising out of personal injury or death or damage to property related to Customer's failure to meet 911/E911 requirements.

**8. SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES.** Services will meet industry standards. NEXTERA will maintain its facilities and equipment used to provide the Services as set forth in its policies and procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse NEXTERA for the cost of the required maintenance at NEXTERA's standard time and material rate. NEXTERA reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades or emergencies repairs to NEXTERA's network without notice to Customer. Customer will grant NEXTERA or cooperate with NEXTERA in obtaining access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder.

Unless otherwise agreed, Customer will provide equipment compatible with the Services and NEXTERA's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of NEXTERA's network or facilities. Customer is responsible for the interface and operation of its facilities and/or equipment in accordance with this Agreement, all Rules and all of NEXTERA's policies and procedures. NEXTERA reserves the right to revise the terms and provisions of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

In the event NEXTERA provides any Nextera equipment to Customer for Customer's use during the term of the Agreement, such equipment will remain the sole and exclusive property of NEXTERA, and nothing contained herein will transfer to Customer any right, title or interest whatsoever in such equipment. NEXTERA will properly identify or label the equipment. Upon termination of the Service, Customer grants NEXTERA the right to recover NEXTERA provided equipment from Customer's premises upon the termination of this agreement. In the event Customer fails to return the equipment, NEXTERA may invoice Customer for the then fair market value of such equipment.

NEXTERA will provide Services to Customer using NEXTERA owned and managed facilities in conjunction with facilities of NEXTERA's network partners. NEXTERA reserves the right to substitute, change or rearrange any equipment used in delivering Services that does not affect the quality, cost or type of Services. NEXTERA will manage its network in NEXTERA's sole discretion. Customer will provide all reasonable information and authorizations required by NEXTERA for the purpose of installing Services, performing routine network grooming, maintenance, upgrades, and addressing emergencies. Required information and authorizations include but are not limited to Design Layout Records of any non-NEXTERA end loops connected to the Services and Letters of Agency allowing NEXTERA to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

NEXTERA's Wireless and WiMax Customer standard installation includes antenna and radios, non-penetrating antenna mount, up to 250 feet of standard cable weather-sealed and run from the antenna to the Customer Demarcation, service turn-up and testing. A typical installation is 3 hours in length and in the unlikely event of additional installation costs above the 3 hours the Customer will be billed at the current technician rates. NEXTERA owns all equipment that it supplies to the Customer. If service is discontinued for any reason, NEXTERA has the right to remove any or all of its equipment in a workmanlike manner upon 10 days advance notice. Customer Demarcation is defined as the location where Customer plugs into the NEXTERA equipment and is generally located in the Customer equipment room. The Customer agrees to allow personnel of NEXTERA and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the NEXTERA equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord.

**9. SERVICE SUSPENSION/MAINTENANCE.** NEXTERA may from time to time suspend service for routine maintenance or rearrangement of facilities or equipment. NEXTERA will give Customer advance notification of the service suspension. Such service suspension is not considered an out-of-service condition provided service is restored by the end of the period specified in the notification.

**10. DISCLAIMER/LIMITED WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEXTERA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEXTERA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS.



## Master Service Agreement

For: City Of Grand Rapids

**1. EFFECTIVE DATE, SERVICES, AND SERVICES TERM.** This Master Service Agreement, along with the service agreement, order forms and all attachments, comprise the entire agreement between the parties ("Agreement") for the communication services described herein and supersede any and all other agreements between the parties related hereto. Description of most services also available at [www.nextera.net](http://www.nextera.net), incorporated herein by reference. This Agreement is fully binding and enforceable as of the date of executed service agreement ("Effective Date"). NEXTERA agrees to provide to Customer and Customer agrees to procure from NEXTERA, communication services as described herein, at the locations set forth, ("Services") for the number of months set forth ("Services Term"). Customer authorizes NEXTERA to be their primary provider of communications Services as described herein and handle all negotiations for Services and issuance of orders to coordinate these Services. NEXTERA reserves the right, in its sole reasonable discretion, to reject any order for Services. The Services are not for resale. The Services Term commences upon installation of the Services by NEXTERA ("Installation Date"). NEXTERA will use reasonable efforts to install the Services on the date agreed upon by the parties. NEXTERA does not guarantee that Services will be installed and provisioned on Customer's desired due date. Subject to the early termination provisions set forth herein, at the end of the Services Term, this Agreement will automatically be extended for additional term(s) of one (1) year in length ("Renewal Services Term") and all terms and conditions shall apply to additional term lengths as stated in this Agreement unless NEXTERA receives Customer's written notice to terminate this Agreement not less than 30 days prior to the then existing Services Term or Renewal Services Term.

**2. RATES AND CHARGES.** Rates and charges are described in this Agreement and commence upon the Installation Date. Any monthly recurring charges ("MRC") will be billed in advance each month. Any non-recurring charges ("NRC") will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, such charges will be billed on the next invoice thereafter. NEXTERA may assess additional fees in connection with the Services based on cost increases that NEXTERA may incur. NEXTERA maintains the right to bill for charges imposed on NEXTERA from a third party directly to a specific service order or activity. These could include, but are not limited to: technician time, charges to supplement an order, other related charges due to the Customer and or Customer's vendor not being ready at the scheduled time, cancellation of the service order, or an overuse of traffic surcharge due to traffic thresholds being exceeded, or a traffic imbalance. NEXTERA may adjust the rates, charges and fees for the Services pursuant to applicable tariffs or price lists filed with the appropriate regulatory agencies, upon renewal or upon notice. Payments are due on the Payment Due Date set forth on the NEXTERA invoice. Customer must provide payment in full on Payment Due Date and then send NEXTERA written notice of any and all billing disputes within 90 days of the Invoice Date, specifically detailing the dispute and providing supporting documentation for the amount in dispute. NEXTERA will investigate all disputes and if appropriate, credit Customer's account or notify Customer of denial of the dispute. NEXTERA may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on all balances not paid when due. Late fees may be assessed, as of the original Due Date, against any disputed amount denied by NEXTERA. NEXTERA has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Customer hereby authorizes NEXTERA to conduct a credit search and agrees to provide NEXTERA with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. This Agreement is subject to credit approval. Without waiving any right of termination or any other rights hereunder, NEXTERA may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. When Customer establishes acceptable credit history or upon termination of this Agreement, NEXTERA will return the balance of the deposit, if any, to Customer along with interest as required by law.

**3. TAXES AND SURCHARGES.** Customer is responsible for payment of any and all federal, state and local taxes, charges and surcharges imposed on or allowed by regulatory agencies or based upon the provision, sale or use of Nextera's Services (excluding NEXTERA's income taxes). NEXTERA will collect all such taxes, charges, and surcharges unless Customer provides NEXTERA with proof of exemption. Customer will indemnify NEXTERA for any and all costs, claims, taxes, charges, and surcharges levied against NEXTERA relative to such exempt status.

**4. SERVICE CHANGES. MOVES:** Customer may move the physical location of all or part of Services to another location within NEXTERA's serving area provided the following conditions for the move ("New Services") are met: 1) Customer agrees to pay any special construction charges and 3rd party charges imposed on Nextera as a result of discontinuance of service at original location; 2) the New Services provided to the Customer are by NEXTERA; 3) Customer advises NEXTERA that the requested New Services replace existing Services; 4) Customer's request for the disconnection of existing Services and the installation of New Services are received by NEXTERA at the same time; 5) Customer requests NEXTERA to install the New Services on or prior to the disconnection date for the existing Services; and 6) Customer agrees to sign appropriate Agreements and to pay the then current recurring and non-recurring charges related to the new service. **ADDITIONS TO SERVICES:** Customer may request additions to Services and NEXTERA will supply such additions to Customer, subject to the following conditions: 1) NEXTERA commercially offers such additions and necessary facilities are technically and practicably available; 2) the charges for additional Services will be at the same rate as identified within the Service Agreement or, if additional Services are not contained within the Service Agreement, at the then current charges in effect for Services at the time of such additions, and which correspond to the terms of this Agreement. NEXTERA and Customer agree to execute written amendments to this Agreement for any Service Changes.

**5. OUT-OF-SERVICE.** If NEXTERA causes a service interruption, an out-of-service credit will be calculated under the state local exchange tariff. If there is no applicable tariff and the interruption lasts for more than twenty-four (24) consecutive hours after NEXTERA received notice of it, NEXTERA will give Customer credit calculated by: 1) dividing the monthly rate for the affected service by thirty (30) days; and then b) multiplying that daily rate times the number of days, or major fraction that the service was interrupted.

**6. TARIFF APPLICATION.** Customer acknowledges that the Services may be subject, in whole or in part, to one or more provisions of state or federal tariffs or price lists, which may be filed by NEXTERA. In the event of any conflict between any provision of this Agreement and any provision of the tariff or price list, the provision of such tariff or price list will control. This Agreement and the Services will be subject to modifications required or authorized by any regulatory agency in the exercise of its lawful jurisdiction.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0338      **Version:** 1      **Name:** Sailboat Donation  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/21/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider donating 5 sailboats to Camp Mishiwaka.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider donating 5 sailboats to Camp Mishiwaka.

**Background Information:**

The City owns 5 sailboats that were used in a sailing program offered back in the late 1990's and early 2000's. The boats have been in storage out at the Cemetary for several years. In an effort to see the sailboats get used, I met with the owner of Camp Mishiwaka, Steve Purdhum. He indicated that he would be willing to make repairs to the boats and put them to use with his camp and offer something to kids in Grand Rapids, possibly through the YMCA or Community Education. I received permission from the Streufert family who originally donated the sailboats to the City. They also would like to see the sailboats in use.

**Staff Recommendation:**

City staff recommends donating 5 sailbaots to Camp Mishiwaka.

**Requested City Council Action**

Make a motion to donate 5 sailbaots to Camp Mishiwaka.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0340      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/22/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider authorizing staff to execute Prime Contract Change Order #001 for City Hall Security Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Signed Change Order #1](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing staff to execute Prime Contract Change Order #001 for City Hall Security Project.

### **Background Information:**

It was discovered in the demolition phase of the project after all the piping was exposed, that the main piping supplying boiler water to the east half of the building is under sized. The construction plans call for added radiators in various locations throughout the scope of the project to improve space heating in areas that have been a problem for some time. In order for the system to work properly and efficient the under sized main piping needs to be replaced with larger piping to accommodate the added load of the new radiators. This improvement will positively effect the operation and efficiency of the heating system and the building. This change order will be paid out of the Permanent Improvement Revolving Fund.

### **Staff Recommendation:**

Staff recommends council consider authorizing Building Maintenance to execute Prime Contract Change Order #001 for City Hall Security Project at a cost of \$25,906.03 to be paid out of the Permanent Improvement Revolving Fund.

### **Requested City Council Action**

Make a motion authorizing Building Maintenance to execute Prime Contract Change Order #001 for City Hall Security Project at a cost of \$25,906.03 to be paid out of the Permanent Improvement Revolving Fund.



# Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Grand Rapids 2018 Capital Maintenance Improvements - City Hall Grand Rapids, Minnesota	<b>CONTRACT INFORMATION:</b> Contract For: Capital Maintenance Improvements Date: March 12, 2019	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: ONE (1)  Date: May 21, 2019
<b>OWNER:</b> <i>(Name and address)</i> City of Grand Rapids 420 North Pokegama Avenue Grand Rapids, MN 55744	<b>ARCHITECT:</b> <i>(Name and address)</i> DSGW Architects, Inc. 417 2 <sup>nd</sup> Street South P. O. Box 1065 Virginia, MN 55792	<b>CONTRACTOR:</b> <i>(Name and address)</i> Max Gray Construction, Inc. 2501 5 <sup>th</sup> Avenue West P. O. Box 689 Hibbing, MN 55746

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- |  |                  |
|--|------------------|
| 1. Demo wall at Breakroom 117 (MGC CE #002). | ADD: \$ 757.70   |
| 2. RFP #1: Heating System (MGC CE #005).     | ADD: \$25,906.03 |

TOTAL NET ADD THIS CHANGE ORDER: \$26,663.73

The original Contract Sum was	\$ 381,500.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 381,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 26,663.73
The new Contract Sum including this Change Order will be	\$ 408,163.73

The Contract Time will be increased by FIVE (5) days.  
The new date of Substantial Completion will be July 8, 2019

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

DSGW Architects, Inc. ARCHITECT <i>(Firm name)</i>	Max Gray Construction, Inc. CONTRACTOR <i>(Firm name)</i>	City of Grand Rapids OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Erik C. Wedge, AIA, Principal	James E. Abrahamson, President	Terry Pese
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
May 21, 2019	5/21/19	5/21/19
DATE	DATE	DATE



Project: 1903-00 - GRAND RAPIDS CITY HALL IMPROVE  
420 NO POKEGAMA AVE.  
GRAND RAPIDS, Minnesota 55744

**Prime Contract Change Order #001: Change Order #1**

<b>TO:</b>	<b>CITY OF GRAND RAPIDS</b> 420 NORTH POKEGAMA AVE GRAND RAPIDS , Minnesota 55744	<b>FROM:</b>	<b>Max Gray Construction, Inc.</b> PO Box 689 Hibbing, Minnesota 55746-0689
<b>DATE CREATED:</b>	5/06/2019	<b>CREATED BY:</b>	Garrett Erickson (Max Gray Construction, Inc.)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>	Erik Wedge (DSGW ARCHITECTS INC.)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	05/21/2019	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>	5 days	<b>EXECUTED:</b>	No
<b>CONTRACT FOR:</b>	1903-00:GRAND RAPIDS CITY HALL IMPROVE	<b>TOTAL AMOUNT:</b>	\$26,663.73

**DESCRIPTION:**  
Owner & Architect issued RFP's

**ATTACHMENTS:**  
RFP #1 - JK Mechanical.pdf RFP #1 - Steinbrecher.pdf

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
001	CE #002 - Demo wall @ breakroom 117		\$757.70
002	CE #005 - RFP #1	5 days	\$25,906.03
<b>Total:</b>			<b>\$26,663.73</b>

**CHANGE ORDER LINE ITEMS:**

**PCO # 001 : CE #002 - Demo wall @ breakroom 117**

#	Cost Code	Description	Type	Amount
1	02-0500 - Demolition All	Wall Demolition	Labor	\$432.00
2	16-1000 - Electrical - All	Electrical Demolition	Subcontractors	\$250.00
<b>Subtotal:</b>				<b>\$682.00</b>
<b>OH&amp;P: 10.00% Applies to all line item types.</b>				<b>68.20</b>
<b>Bond: 1.00% Applies to all line item types.</b>				<b>7.50</b>
<b>Grand Total:</b>				<b>\$757.70</b>

**PCO # 002 : CE #005 - RFP #1**

#	Cost Code	Description	Type	Amount
1	09-2500 - Gypsum Wallboard	Gyp Systems	Labor	\$632.00
2	15-1000 - Mechanical - HVAC	Mechanical	Subcontractors	\$19,084.75
3	01-0010 - Supervision	General Conditions	Labor	\$3,000.00
4	09-9000 - Painting	Painting & Taping	Subcontractors	\$601.00
5	16-1000 - Electrical - All	Electrical	Subcontractors	\$0.00
<b>Subtotal:</b>				<b>\$23,317.75</b>
<b>OH&amp;P: 10.00% Applies to all line item types.</b>				<b>2,331.78</b>
<b>Bond: 1.00% Applies to all line item types.</b>				<b>256.50</b>
<b>Grand Total:</b>				<b>\$25,906.03</b>




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The original (Contract Sum)	\$381,500.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$381,500.00
The contract sum would be changed by this Change Order in the amount of	\$26,663.73
The new contract sum including this Change Order will be	\$408,163.73
The contract time will be increased by this Change Order by 5 days.	

**Erik Wedge (DSGW ARCHITECTS INC.)**  
PO Box 1065  
Virginia, Minnesota 55792

**CITY OF GRAND RAPIDS**  
420 NORTH POKEGAMA AVE  
GRAND RAPIDS , Minnesota 55744

**Max Gray Construction, Inc.**  
PO Box 689  
Hibbing, Minnesota 55746-0689

\_\_\_\_\_  
**SIGNATURE**

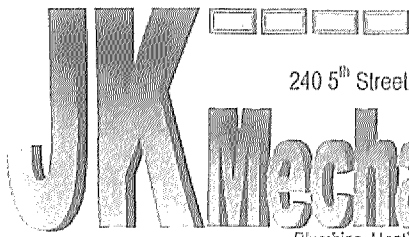
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**DATE**

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**DATE**



240 5<sup>th</sup> Street, Nashwauk, MN 55769 \* Ph. 218-885-3883 Fax 218-885-3884

# JK Mechanical Contractors Inc.

Plumbing, Heating, Cooling \* Residential, Commercial, Industrial \* Licensed and Bonded

## CHANGE ORDER REQUEST

PROJECT Grand Rapids City Hall Remodel COR NUMBER M-1

CHANGE ORDER REQUESTED BY Owner / Architect / Engineer DATE 5/10/19

OWNER AND/OR ARCHITECT-ENGINEER CHANGE ORDER REQUEST NUMBER RFP-1

Equipment.....			
Material.....			\$4,252.00
Sales Tax	6.88%		\$292.33
Freight .....			

Material Sub-Total \$4,544.33

Foreman	45.5 Man Hrs. @	\$96.00	Per Hour	\$4,368.00
Plumber	45.5 Man Hrs. @	\$91.00	Per Hour	\$4,140.50
Pipefitter	Man Hrs. @		Per Hour	\$0.00
Operator	Man Hrs. @		Per Hour	\$0.00
Laborer	Man Hrs. @		Per Hour	\$0.00
Shop Labor	Man Hrs. @		Per Hour	\$0.00
Engineering	Man Hrs. @		Per Hour	\$0.00
Drafting	Man Hrs. @		Per Hour	\$0.00
Trucking	Man Hrs. @		Per Hour	\$0.00

Testing & Clean-up .....

Tool Replacement .....

Parking - Travel time-Subsistence.....

Temperature Inefficiency.....

Overtime Inefficiency .....

(Above labor rates include labor burden of insurance, fringes, health insurance and taxes.)

Labor-Sub-Total \$8,508.50

Equipment Rental.....

Subcontractor HVAC - Sub \$0.00

Insulation \$3,880.00

Temperature Control..... \$0.00

Test and Balance \$0.00

Subcontractor Sub-Total \$3,880.00

5.00% Mark-up on Subcontractor..... \$194.00

Indirect Costs for this Change Order..... \$4,074.00

Labor/Material Sub-Total Costs \$13,052.83

This proposal maybe Overhead 10.00%..... \$1,305.28

withdrawn by us if not Sub-Total..... \$18,432.11

accepted within 30 Profit 5.00%..... \$652.64

days. Sub-Total..... \$19,084.75

Time extension required Change Order Sub-Total Costs \$19,084.75

days. Bond Premium..... 0.00%..... \$0.00

Number of prints required:

prints. TOTAL PRICE OF CHANGE..... \$19,084.75

Cost of this Change Order if not accepted.....

Submitted By: Dakotah Klamm Date: 5/10/2019

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**Steinbrecher Painting Company**  
1408 7th Street North  
PO Box 159  
Princeton MN 55371

**CHANGE ORDER REQUEST**

Change Order #            pending  
Change Order Date        05/16/2019  
Submitted By               Amy

**TO Max Gray Construction, Inc.**  
2501 5th Avenue West  
PO Box 689  
Hibbing MN 55746

**PROJECT # 9063026**  
**Grand Rapids City Hall**  
420 N Pokegama Avenue  
Grand Rapids MN 55744

Description of Work	Amount
PR #1 - wall patching and taping	
Material	32.00
Labor	569.00

*Requested Amount of Change*

601.00



## CHANGE EVENT #002 - Demo wall @ breakroom 117

**Origin:**

<b>Date Created:</b>	4/25/2019	<b>Created By:</b>	Garrett Erickson
<b>Status:</b>	Open	<b>Scope:</b>	Out of Scope
<b>Type:</b>	Owner Change	<b>Change Reason:</b>	Client Request

**Description:** Demo common wall seperating Break Room 117 and Hallway 116 per Nate Morlan. MGC to price out this work.

**Attachments:**

### CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Prime PCO	ROM	RFQ	Commit.	Budget Mod.
02-0500 - Demolition All	Labor	Max Gray Construction, Inc.	\$432.00	\$432.00			
	Description: Wall Demolition						
16-1000 - Electrical - All	Subcontractors	POKEGAMA ELECTRIC 1903-00-1562	\$250.00	\$250.00			
	Description: Electrical Demoliton						
90-2000 - Billings & Contract Amount	Other		\$75.70				
<b>Grand Totals</b>			<b>\$757.70</b>	<b>\$682.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



# RFP Request for Proposal

417 2nd Street South, P. O. Box 1065, Virginia, MN 55792  
tel 218-741-7962 fax 218-741-7967



**Project Name** Grand Rapids 2018 Capital Improvements - City Hall  
**Project No** 18079  
**Location** Grand Rapids, Minnesota  
**Owner** City of Grand Rapids  
**Contractor** Max Gray Construction

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Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within ten days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

---

RFP No **1**

**RFP Date** /7/2019  
**RFP Title** Heating System

**RFP Description**

Provide labor & material pricing as per the attached PR#1 from The Design Group, dated 5/6/19.

**RFP Attachments**

1  TDG PR #1 5.6.19.pdf

2

3

**RFP Cost**      **RFP Status**      **RFP Approved Date**      **RFP Requested By**

Owner     Contractor     Architect     Existing Condition

The Design Group, Inc.  
331 6<sup>th</sup> Ave. SW  
Chisholm, MN 55719

Date: May 6<sup>th</sup>, 2019

**Re: Grand Rapids City Hall Remodel**

**SUBJECT: PR# 1**

The following items shall become a part of the Specifications and Drawings and shall supersede any conflicting provisions of these Documents. This proposal request is generated in response to the Request for Information 1A and 1B and the item numbers listed below correspond to the item numbers in the RFI's.

**RFI 1A, item #1**

Leave the existing ceiling hung radiation in the existing men's and women's bathrooms as is.

**RFI 1A, item #2**

Remove existing mains and install new as per Rev #3 M1.1 attached to this PR.

**RFI 1A, item #3**

Install new supply piping per Rev #3 M1.1 attached to this PR.

**RFI 1B, item #1**

Modify the existing FTR in room 223 so it does not pass through the wall into 231. In room 231 install new FTR on the adjacent wall to the exterior wall to avoid interference with the existing wire mold. Patch existing wall opening to match existing.

**RFI 1B, item #2**

Fur out the existing wall behind the new FTR to allow the new FTR cover to be installed flush on the wall.

**RFI 1B, item #3**

Modify the existing cover so it does not pass through the wall from 226 to 227. At contractors' option, re-use existing FTR element and cover. Patch existing wall opening to match existing.

**M1.1**  
MECHANICAL  
LEVEL  
UPPER

**470 N POLKMAN AVE  
GRAND RAPIDS  
2018 CAPITAL  
IMPROVEMENTS  
CITY HALL**

**RSP**  
REGISTERED PROFESSIONAL ENGINEER  
MECHANICAL  
NO. 050237  
STATE OF MICHIGAN  
2018

DATE: 08/20/2018  
BY: JLM  
CHECKED BY: JLM

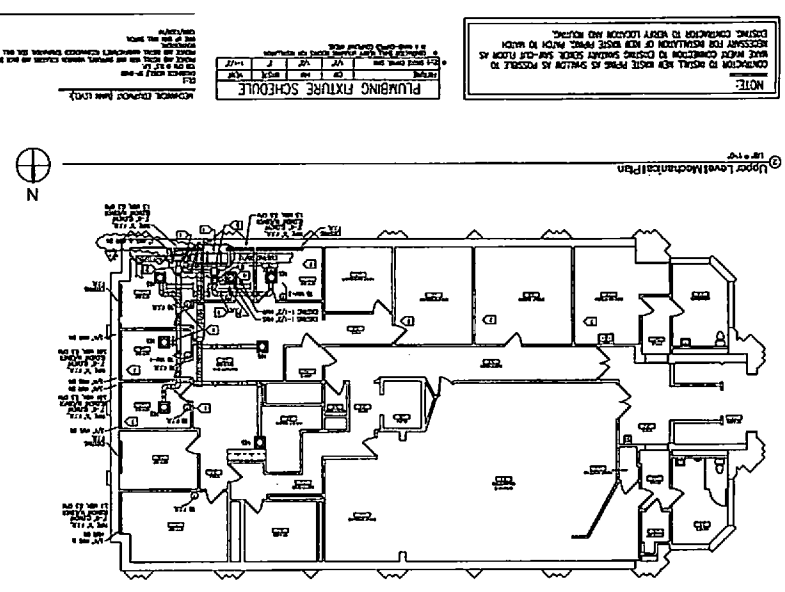
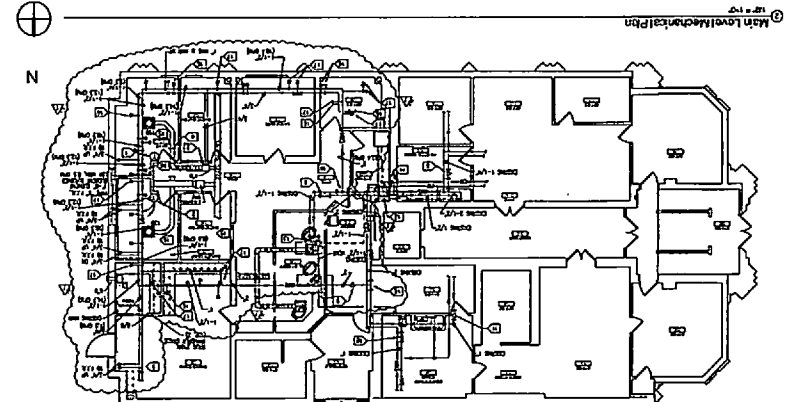
470 N Polkman Ave  
Grand Rapids, MI  
56400

**REVISIONS**

NO.	DATE	DESCRIPTION
1	08/20/2018	ISSUE FOR PERMIT
2	08/20/2018	REVISIONS TO MECHANICAL PLAN
3	08/20/2018	REVISIONS TO MECHANICAL PLAN
4	08/20/2018	REVISIONS TO MECHANICAL PLAN
5	08/20/2018	REVISIONS TO MECHANICAL PLAN
6	08/20/2018	REVISIONS TO MECHANICAL PLAN
7	08/20/2018	REVISIONS TO MECHANICAL PLAN
8	08/20/2018	REVISIONS TO MECHANICAL PLAN
9	08/20/2018	REVISIONS TO MECHANICAL PLAN
10	08/20/2018	REVISIONS TO MECHANICAL PLAN
11	08/20/2018	REVISIONS TO MECHANICAL PLAN
12	08/20/2018	REVISIONS TO MECHANICAL PLAN
13	08/20/2018	REVISIONS TO MECHANICAL PLAN
14	08/20/2018	REVISIONS TO MECHANICAL PLAN
15	08/20/2018	REVISIONS TO MECHANICAL PLAN
16	08/20/2018	REVISIONS TO MECHANICAL PLAN
17	08/20/2018	REVISIONS TO MECHANICAL PLAN
18	08/20/2018	REVISIONS TO MECHANICAL PLAN
19	08/20/2018	REVISIONS TO MECHANICAL PLAN
20	08/20/2018	REVISIONS TO MECHANICAL PLAN

**MECHANICAL NOTES (MAIN LEVEL)**

1. CONSULT THE MECHANICAL ENGINEER FOR ALL MECHANICAL WORK.
2. ALL MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN MECHANICAL CODE AND ALL APPLICABLE CITY ORDINANCES.
3. ALL MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN MECHANICAL CODE AND ALL APPLICABLE CITY ORDINANCES.
4. ALL MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN MECHANICAL CODE AND ALL APPLICABLE CITY ORDINANCES.
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18. ALL MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN MECHANICAL CODE AND ALL APPLICABLE CITY ORDINANCES.
19. ALL MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN MECHANICAL CODE AND ALL APPLICABLE CITY ORDINANCES.
20. ALL MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN MECHANICAL CODE AND ALL APPLICABLE CITY ORDINANCES.



**PLUMBING FIXTURE SCHEDULE**

NO.	DESCRIPTION	QTY	UNIT	PRICE
1	1/2" CUP	1	EA	10.00
2	1/2" CUP	1	EA	10.00
3	1/2" CUP	1	EA	10.00
4	1/2" CUP	1	EA	10.00
5	1/2" CUP	1	EA	10.00
6	1/2" CUP	1	EA	10.00
7	1/2" CUP	1	EA	10.00
8	1/2" CUP	1	EA	10.00
9	1/2" CUP	1	EA	10.00
10	1/2" CUP	1	EA	10.00
11	1/2" CUP	1	EA	10.00
12	1/2" CUP	1	EA	10.00
13	1/2" CUP	1	EA	10.00
14	1/2" CUP	1	EA	10.00
15	1/2" CUP	1	EA	10.00
16	1/2" CUP	1	EA	10.00
17	1/2" CUP	1	EA	10.00
18	1/2" CUP	1	EA	10.00
19	1/2" CUP	1	EA	10.00
20	1/2" CUP	1	EA	10.00

**NOTE:**  
CONSTRUCTION SHALL BE INSTALLED IN ACCORDANCE WITH THE MICHIGAN MECHANICAL CODE AND ALL APPLICABLE CITY ORDINANCES.



## CHANGE EVENT #005 - RFP #1

**Origin:** RFI #5: Hydronic Piping Clarifications  
**Date Created:** 5/8/2019 **Created By:** Garrett Erickson  
**Status:** Open **Scope:** Out of Scope  
**Type:** TBD **Change Reason:** Existing Condition  
**Description:** Mechanical modifications due to existing conditions. See attached RFP #1.  
**Attachments:** [18079 RFP 1.pdf](#)

### CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Prime PCO	ROM	RFQ	Commit.	Budget Mod.
09-2500 - Gypsum Wallboard	Labor	Max Gray Construction, Inc.	\$632.00	\$632.00			
	Description: Gyp Systems						
15-1000 - Mechanical - HVAC	Subcontractors	JK MECHANICAL CONTRACTORS INC 1903-00-1561	\$19,084.75	\$19,084.75	\$19,084.75		
	Description: Mechanical						
01-0010 - Supervision	Labor	Max Gray Construction, Inc.	\$3,000.00	\$3,000.00			
	Description: General Conditions						
09-9000 - Painting	Subcontractors	STEINBRECHER PAINTING INC 1903-00-1558	\$601.00	\$601.00	\$601.00		
	Description: Painting & Taping						
16-1000 - Electrical - All	Subcontractors	POKEGAMA ELECTRIC 1903-00-1562	\$0.00	\$0.00	\$0.00		
	Description: Electrical						

Cost Code	Cost Type	Vendor / Contract	Prime PCO	ROM	RFQ	Commit.	Budget Mod.
90-2000 - Billings & Contract Amount	Other		\$2,588.27				
<b>Grand Totals</b>			<b>\$25,906.02</b>	<b>\$23,317.75</b>	<b>\$19,685.75</b>	<b>\$0.00</b>	<b>\$0.00</b>



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0341      **Version:** 1      **Name:** Consider adopting a resolution authorizing the Grand Rapids Police Department to apply for the Comprehensive Opioid Abuse Site-Based Program grant.

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

**File created:** 5/22/2019      **In control:** City Council

**On agenda:** 5/28/2019      **Final action:**

**Title:** Consider adopting a resolution authorizing the Grand Rapids Police Department to apply for the Comprehensive Opioid Abuse Site-Based Program grant.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [19- Opioid Abuse Program Grant Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the Grand Rapids Police Department to apply for the Comprehensive Opioid Abuse Site-Based Program grant.

### **Background Information:**

It has been the experience of the Grand Rapids Police Department that drug abuse and mental illness are not mutually exclusive. We have found that often, those that are self-medicating, using illegal drugs, also suffer from mental illness. These two factors drive many calls that officers of the Grand Rapids Police Department respond to.

Typically, when someone is in crisis, the police officer transports the individual to the Grand Itasca Hospital emergency room, turning the person over to medical staff and the Crisis Response Team. Frequently, we receive additional calls over the course of the year to intervene when that person is again in crisis. With the present limited resources in Itasca County, longer-term follow-up for substance abuse and mental illness is not possible.

The Grand Rapids Police Department, Itasca County Sheriff's Department, Itasca County Health and Human Services, Itasca County Crisis Response Team, North Homes, Itasca County Probation Department, Leech Lake Police Department and the Minnesota Department of Corrections have met jointly to discuss what can be done to better these people longer term with drug addiction and mental health.

Together, we would like to apply for a federal grant available from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) to plan and implement a comprehensive program in response to the growing opioid epidemic and mental illness. Although, still in the planning process, if awarded this grant, we would use the funds to hire a mental health/chemical abuse specialist to work with those in crisis after immediate care is provided. It is our hope that this will reduce the number of repeat crisis calls.

At this time, the Grand Rapids Police Department is requesting authorization from the City Council to apply for this grant. The grant application must be submitted by June 5<sup>th</sup>.

### **Requested City Council Action**

Make a motion adopting a resolution authorizing the Grand Rapids Police Department to apply for the Comprehensive Opioid Abuse Site-Based Program grant through the U. S. Department of Justice.

RESOLUTION NO. 19-0000

RESOLUTION NO. 19-0000

**A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO MAKE APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE FOR THE COMPREHENSIVE OPIOID ABUSE SITE-BASED PROGRAM GRANT**

WHEREAS, the City of Chicago is a member of the Comprehensive Opioid Abuse Site-Based Program Grant and the City of Chicago is authorized to make application for the grant;

AND WHEREAS, the City of Chicago is authorized to make application for the grant;

RESOLUTION NO. 19-0000

RESOLUTION NO. 19-0000

RESOLUTION NO. 19-0000

RESOLUTION NO. 19-0000

RESOLUTION NO. 19-0000





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0344      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/22/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider adopting a resolution supporting a proposal by Itasca County HRA for the construction of Aurora Heights as affordable family housing.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City of GR Threshold Resolution of Support](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution supporting a proposal by Itasca County HRA for the construction of Aurora Heights as affordable family housing.

**Background Information:**

As was discussed at the previous City Council meeting a 56-unit tax credit housing project is being proposed on the site of the former Riverview School by DW Jones, Inc. in conjunction with the Itasca County HRA and Northland Counseling Center. It is beneficial to their application to Minnesota Housing Finance Agency for Low Income Housing Tax Credits that the City's support for the project be formalized through the attached resolution.

**Requested City Council Action**

Make a motion adopting a resolution supporting a proposal by Itasca County HRA for the construction of Aurora Heights as affordable family housing

City of Grand Rapids  
City Manager

**RESOLUTION # \_\_\_\_\_**

**A RESOLUTION IN SUPPORT OF A PROPOSAL BY  
ITASCA COUNTY HOUSING & REDEVELOPMENT AUTHORITY  
FOR THE NEW CONSTRUCTION OF  
AURORA HEIGHTS  
AS AFFORDABLE FAMILY HOUSING  
IN THE CITY OF GRAND RAPIDS**

Whereas the City of Grand Rapids is a party to a Memorandum of Understanding with the Itasca County Housing & Redevelopment Authority for the construction of affordable family housing in the City of Grand Rapids;

and whereas the City of Grand Rapids is a party to a Memorandum of Understanding with the Itasca County Housing & Redevelopment Authority for the construction of affordable family housing in the City of Grand Rapids;

and whereas the City of Grand Rapids is a party to a Memorandum of Understanding with the Itasca County Housing & Redevelopment Authority for the construction of affordable family housing in the City of Grand Rapids;

and whereas the City of Grand Rapids is a party to a Memorandum of Understanding with the Itasca County Housing & Redevelopment Authority for the construction of affordable family housing in the City of Grand Rapids;

and whereas the City of Grand Rapids is a party to a Memorandum of Understanding with the Itasca County Housing & Redevelopment Authority for the construction of affordable family housing in the City of Grand Rapids;

and whereas the City of Grand Rapids is a party to a Memorandum of Understanding with the Itasca County Housing & Redevelopment Authority for the construction of affordable family housing in the City of Grand Rapids;

City of Grand Rapids  
City Manager

City of Grand Rapids  
City Manager

City of Grand Rapids  
City Manager



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0345      **Version:** 1      **Name:** Tall Timber Day temp liquor  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/22/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving Temporary Liquor License for Grand Rapids Summer Celebration Inc. dba Tall Timber Days August 2-4, 2019.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving Temporary Liquor License for Grand Rapids Summer Celebration Inc. dba Tall Timber Days August 2-4, 2019.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0346      **Version:** 1      **Name:** Approve Golf Course Seasonal Employees  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/23/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving Golf Course Seasonal Employees  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

**Background Information:**

Requesting approval for employment for Rob Lepak, Emily Yeager and Paul Holland Jr as outdoor services employees

**Staff Recommendation:**

Approve employment of Rob Lepak and Paul Holland Jr as outdoor services employees at the hourly rate of \$10.00. These are seasonal employees. Employment to begin no sooner than May 29, 2019 and end no later than October 31, 2019.

**Requested City Council Action**

Make a motion approving for Rob Lepak, Emily Yeager and Paul Holland Jr. as outdoor services employees at the hourly rate of \$10.00

These are seasonal employees. Employment to begin no sooner than May 29, 2019 and end no later than October 31, 2019.

Funding for these positions will come from the 2019 Golf Course Budget.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0347      **Version:** 1      **Name:** PW & Cmty Dev Pick-Up Purchases  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/23/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider authorizing the purchase of two 1/2 ton pick-ups, one for the Public Works Department and one for the Community Development Department, as per the quote submitted from Lake Woods Chrysler.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2019 5-28 Lake Woods Chrysler Quote](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the purchase of two 1/2 ton pick-ups, one for the Public Works Department and one for the Community Development Department, as per the quote submitted from Lake Woods Chrysler.

**Background Information:**

At the May 13th City Council Meeting, the Council approved both the Public Works Department and the Community Development Department to solicit quotes for new pick-ups, which will be an expenditure from their 2019 Budgets. Three local dealerships, Dondelinger Ford, Grand Rapids GM and Lake Woods Chrysler were given the opportunity to prepare a Form of Proposal for this purchase. Of the three dealerships, one quote was received from Lake Woods Chrysler and it is attached for your review.

Lake Woods Chrysler: \$29,566.31 Public Works (plus accessories not to exceed \$2,500)  
 Lake Woods Chrysler: \$29,566.31 Community Development (plus accessories not to exceed \$1,000)

Total amount authorized = \$62,632.62

The budgeted amounts for these purchases is \$29,000 for Community Development and \$46,000 for Public Works totaling \$75,000

**Staff Recommendation:**

Matt Wegwerth, PW Director/City Engineer and Rob Mattei, Community Development Director, both recommend the purchase of the pick-ups for their respective departments from Lake Woods Chrysler.

**Requested City Council Action**

Make a motion authorizing the purchase of two 1/2 ton pick-ups, one for the Public Works Department and one for the Community Development Department from Lake Woods Chrysler, the total for both vehicles of \$62,632.62, including tax, licensing and accessories for each vehicle.

**COMMUNITY DEVELOPMENT DEPARTMENT  
CITY OF GRAND RAPIDS, MINNESOTA  
FORM OF PROPOSAL**

To the Honorable Mayor and City Council  
City of Grand Rapids, Minnesota

The undersigned certifies that he/she has examined these proposal documents and is familiar with the provisions of these documents as they affect this proposal.

The undersigned proposes to furnish one (1) new, 4-wheel drive, Crew cab, 1/2ton pick-up, of the following make and model: Ram 1500 Crew Tradesman and 4x4

The pick-up (meets) (does not meet) the specifications contained in these documents. A separate sheet listing any deviations from the specifications (is) (is not) attached. Any bidder proposing to furnish one (1) new, 4-wheel drive, Crew cab, 1/2ton pick-up, which does not fully meet specifications shall be subject to rejection.

The undersigned proposes to furnish the above described pick-up at the following costs:

New, 4-Wheel Drive, Crew Cab, 1/2 Ton Pick-up .....	\$ <u>27,624.00</u>
Plus 6.5% Sales Tax .....	\$ <u>1795.56</u>
Applicable Licenses .....	\$ <u>146.75</u>

**TOTAL PRICE QUOTE FOR; 1 New, 4-Wheel Drive, Crew Cab, 1/2Ton Pick-up:**  
\$ 29,566.31

**STATE TOTAL PRICE QUOTE IN WORDS BELOW:**

\_\_\_\_\_

**Pick-up Delivery Date:** \_\_\_\_\_

**PLEASE PRINT:** Firm Name: Lakewood Chrysler

Address: 815 NW 4th St GR. Rapids, mn. 55744

Signature: Brian Harling

Name: Brian Harling

Title: Sales / Fleet mgr.

Dated: 5/22/19

LAKE WOODS CHRYSLER DODGE JEEP RAM  
 815 NW 4TH STREET  
 GRAND RAPIDS, MN 557442304

Configuration Preview

Date Printed: 2019-05-23 4:47 PM VIN: Quantity: 1  
 Estimated Ship Date: VON: Status: BA - Pending order  
 FAN 1: 49700 CITY OF GRAND RAPIDS, MINNESOT  
 FAN 2:  
 Client Code:  
 Bid Number: TB9072  
 PO Number:  
 Sold to: Ship to:  
 LAKE WOODS CHRYSLER DODGE JEEP RAM (26879) LAKE WOODS CHRYSLER DODGE JEEP RAM (26879)  
 815 NW 4TH STREET 815 NW 4TH STREET  
 GRAND RAPIDS, MN 557442304 GRAND RAPIDS, MN 557442304

Vehicle: 2019 1500 CLASSIC ST CREW CAB 4X4 (149 in WB 6 FT 4 IN box) (DS6L91)

	Sales Code	Description	MSRP(USD)
Model:	DS6L91	1500 CLASSIC ST CREW CAB 4X4 (149 in WB 6 FT 4 IN box)	37,795
Package:	27B	Customer Preferred Package 27B	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PSC	Billet Silver Metallic Clear Coat	200
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	CLF	Front & Rear Rubber Floor Mats	135
	TTB	LT265/70R17E BSW A/T Tires	250
	XHC	Trailer Brake Control	0
	NHK	Engine Block Heater	95
	DSA	Anti-Spin Differential Rear Axle	495
	LM1	Daytime Running Headlamps Low Beam	40
	RA2	Uconnect 3 with 5" Display	695
	4DH	Prepaid Holdback	0
	AJY	Popular Equipment Group	680
	4ES	Delivery Allowance Credit	0
	AHC	Trailer Tow Mirrors & Brake Group	560
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9072	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,695
<b>Total Price:</b>			<b><u>42,640</u></b>

Order Type: Fleet PSP Month/Week:  
 Scheduling Priority: 1-Sold Order Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0350      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/24/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving Brewpub license, Brewer Off-Sale, 3.2 Malt Liquor & Wine License with Strong Beer authorization for Rapids Brewing Company, LLC.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving Brewpub license, Brewer Off-Sale, 3.2 Malt Liquor & Wine License with Strong Beer authorization for Rapids Brewing Company, LLC.

**Background Information:**

Rapids Brewing Company, LLC, located at 214 N. Pokegama Avenue, Grand Rapids has submitted completed applications for the licenses requested, including all required documentation and paid fees. Projected opening is July 2019.

**Requested City Council Action**

Make a motion approving licenses: Brewpub, Brewer Off-Sale, 3.2 Malt Liquor & Wine with Strong Beer authorization for Rapids Brewing Company, LLC.





# CITY OF GRAND RAPIDS

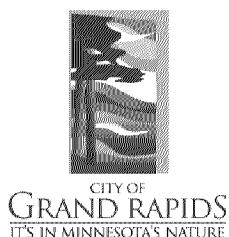
## Legislation Details (With Text)

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**File #:** 19-0342      **Version:** 1      **Name:** Board & Commission Minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 5/22/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Review & acknowledge minutes for Boards & Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [April 2, 2019 - Arts & Culture minutes.pdf](#)  
[April 16, 2019 Golf Board minutes.pdf](#)  
[April 17, 2019 PUC Minutes.pdf](#)  
[April 30, 2019 PUC Minutes.pdf](#)  
[January 16, 2019 - HRA Minutes.pdf](#)  
[February 20, 2019 - HRA Minutes.pdf](#)  
[March 20, 2019 - HRA Minutes.pdf](#)  
[December 5, 2018 Park, Rec & Civic Center Minutes.pdf](#)  
[March 13, 2019 Park, Rec & Civic Center Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Review & acknowledge minutes for Boards & Commissions.



## ARTS AND CULTURE COMMISSION MINUTES

**CALL TO ORDER:** Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2A of the Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, April 2, 2019 at 3:45 PM.

**Call of Roll:** On a call of roll, the following members were present: Sonja Merrild, Kathy Dodge, Harry Smith, Anne-Marie Erickson, Ed Zabinski, David Marty. Absent: Myrna Peterson, Kayla Aubid

**Others Present:** Lauren Van Den Heuvel

### **Setting the Agenda:**

**Motion by Dodge, second by Zabinski to approve the agenda as presented. Motion passed by unanimous vote.**

**Correspondence:** None.

### **Approval of Minutes:**

**Motion by Zabinski, second by Dodge to approve minutes of March 5, 2019 as presented. Motion passed by unanimous vote.**

**Financials:** Reviewed financials, no issues noted.

**Artist in Residence:** No new updates. Work group will bring back updates as available. It has been suggested that the Commission not accept applications for new Artists in Residents until issues related to the program and space are resolved, with a firm policy in place. The Commission will take action on this recommendation at the next meeting.

### **Old Business:**

- **Discuss Art Placement Plan:** After review of draft plan submitted by Forecast Public Art, Commission members provide comments and recommendations. Overall, the draft plan seemed lacking in specifics; expectation of plan and map with greater detail was not

met. A conference call meeting with Ms. Krava, Commissioner Merrild and Tom Pagel is scheduled for Friday, April 5<sup>th</sup> and this item will be addressed.

- Utility Box Wraps: Silvertip Graphics has indicated that the completed wrap can be installed when the weather reaches 60°. PUC has agreed to cover the cost of this utility wrap. Recommendation is to prioritize utility boxes for wraps in the future. Also discussed possibility of seeking permission to duplicate work from artists of public murals to use as wrap art in the future.
- Yellowbird Mural Expansion: No update at this time. Commissioner Aubid will address at the May meeting.
- Public Art Project: Contract with Milligan Studios has been executed and payment authorized. A meeting is scheduled with Kent & Wendy Nyberg on April 4<sup>th</sup>, as well as selected artists from Good Space Murals to discuss concept /design of mural on the Chupulsky building prior to execution of final contract.
- Mayor's Arts Award: Tom Page is creating a signature piece to be awarded to Brewed Awakenings at the Chamber event.
- Rural Arts & Culture Summit: The proposal approved at the previous meeting was submitted. No answer has been received.

**New Business:** None.

**Announcements:** None.

**Items for next agenda:**

- Artist in Residence – temporary suspension of application process
- Public Art Project – mural process
- Utility Box wraps – discuss process for continuing project
- Art Placement Plan – follow up on Jen Krava and Making It Public workshop pieces
- Update on mural expansion – Leah Yellowbird

There being no further business, the meeting adjourned at 4:39 pm.

Respectfully submitted:

Kimberly Gibeau, City Clerk

GRAND RAPIDS GOLF COURSE BOARD  
REGULAR MONTHLY MEETING  
April 16, 2019  
7:00 AM

Present: Larry O'Brien, Kelly Kirwin, John Bauer, Brad Gallop, Pat Pollard

Absent: None

Staff: Bob Cahill Director of Golf  
Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. John Bauer made a motion to accept the minutes of the March 19, 2019 Board meeting. Kelly Kirwin seconded the motion. The motion passed.
- III. Consideration of monthly bills: Brad Gallop made a motion to approve the bill list. Kelly Kirwin seconded the motion. The motion passed. Brad Gallop made a motion to approve an additional bill for \$2,099.40 to Tessman. Kelly Kirwin seconded the motion. The motion passed.

BURGGRAF'S ACE HARDWARE	797.35
CITY OF COHASSET	352.37
COLE HARDWARE INC	13.34
DAVIS OIL INC	173.59
GPS TECHNOLOGIES INC	4,950.00
GRAND RAPIDS CITY PAYROLL	8,701.40
GRAND RAPIDS HERALD REVIEW	50.00
GRAND RAPIDS STATE BANK	325.76
ITASCA COUNTY TREASURER	3,686.00
L&M SUPPLY	622.38
MINNESOTA GOLF ASSOCIATION INC	180.00
MINNESOTA REVENUE	170.10
MINNESOTA TORO	4,232.59
MINUTEMAN PRESS	44.89
NEXTERA COMMUNICATIONS LLC	2.64
NORTHERN SAFETY & INDUSTRIAL	282.39
OPERATING ENGINEERS LOCAL #49	1,402.00
NORTHERN MN WATER COND DBA	34.95
ROSS GOLF COURSE	4,421.28
STOKES PRINTING & OFFICE	115.28
TDS Metrocom	249.96
TWINCITIESGOLF.COM INC	750.00
UNITED STATES GOLF ASSOCIATION	150.00
UNUM LIFE INSURANCE CO OF AMER	2.05
VERIZON WIRELESS	63.92
VISA	484.70
230700 WASTE MANAGEMENT OF MN INC	176.90
<b>TOTAL ALL VENDORS:</b>	<b>32,435.84</b>

IV. Visitors: None

- V. Grounds Superintendent: Steve Ross reported. Steve did a complete walk of the course recently and noted that the course was in great shape following the winter. Carts will be brought to the course today with a course opening hopefully soon. #14 green wintered well and turf repairs will be continued this spring as well as widening the green on the west side. Brad Gallop made a motion to approve replacing the overhead doors on the maintenance building at an approximate cost of \$6,000.00. John Bauer seconded the motion. The motion passed.

- VI. Concessions: No report.
- VII. Director of Golf: Bob Cahill reported. The decision to move ahead with the new irrigation control system was discussed and a final decision will probably be made at the May meeting. Some research is being done relating to possible funding sources. Tee signs were discussed and a decision was made to not display yardage distances. Signs will now be ordered and installed when received. Upcoming events for April and May were shared. Golf in the Schools will be underway soon.
- VIII. Old Business: None
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: John Bauer made a motion to adjourn the meeting. Brad Gallop seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien  
Recording Secretary



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Wednesday, April 17, 2019

4:00 PM

Conference Room of Public Utilities Service Center

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### 1 CALL TO ORDER

*A Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, April 17, 2019 at 4:05 PM in the Conference Room 112 of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

### 2 CALL OF ROLL

**Present** 5 - President Tom Stanley, Secretary Greg Chandler, Commissioner Rick Blake, Commissioner Kathy Kooda, and Commissioner Luke Francisco

*Others Present: General Manager Kennedy, Finance Manager Betts, Electric Department Manager Goodell, Wastewater/Wastewater Department Manager Mattson, Administrative/ HR Assistant Flannigan, Attorney Bengtson.*

### 3 APPROVAL OF MINUTES

#### 3.a. 19-0213

Consider a motion to approve the minutes of the March 13, 2019 regular meeting and the March 26, 2019 special meeting/work session.

**A motion was made by Commissioner Rick Blake, seconded by Secretary Greg Chandler, to approve the minutes of the March 13, 2019 regular meeting and the March 26, 2019 special meeting/work session. The motion PASSED by unanimous vote.**

### 4 CITY TREASURER'S REPORT AND INVESTMENT ACTIVITY REPORT

#### 4.a. 19-0221

Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for March 2019.

*Finance Manager Betts reviewed the City Treasurer's Report and Investment Activity Report for March with the Commission.*

**A motion was made by Commissioner Kathy Kooda, seconded by Commissioner Luke Francisco, to approve the City Treasurer's Report and the Investment Activity Report for March 2019. The motion PASSED by unanimous vote.**

### 5 PUBLIC FORUM

*None present.*

**6 COMMISSION REPORTS**

*Commissioner Blake reported that the Request for Information produced by Minnesota Power for the solar plus battery storage project approved at the March 26, 2019 regular meeting has been released.*

**7 ADMINISTRATION**

7.a. 19-0230 Review the Administration Department Report for March 2019.

*General Manager Kennedy reviewed the March Administrative updates with the Commission, including the Wholesale Electric Service Cost.*

**Received and Filed**

19-0252 Item 7.b. was added to the agenda, at the request of General Manager Kennedy, to authorize the President to sign an emergency interim contract with James Radtke for the 2019 Sludge Placement for the months of April and May at a cost of \$1.29/cubic yard, not to exceed a total of \$9,675.00.

**A motion was made by Secretary Greg Chandler, seconded by Commissioner Rick Blake, to authorize the President to sign an emergency interim contract with James Radtke for the 2019 Sludge Placement for the months of April and May at a cost of \$1.29/cubic yard, not to exceed a total of \$9,675. The motion PASSED by unanimous vote.**

**8 ACCOUNTING AND FINANCE**

8.a. 19-0222 Review the Accounting and Finance Operations Report for March 2019.

*Finance Manager Betts reviewed the Accounting and Finance Operations Report for March with the Commission.*

**Received and Filed**

**9 ELECTRIC DEPARTMENT**

9.a. 19-0218 Review the Electric Department Operations Report for March 2019.

*Electric Department Manager Goodell reviewed the Electric Department Operations Report for March with the Commission.*

**Received and Filed**

- 9.b. 19-0219 Consider a motion to amend the contract between Citi Lites and Grand Rapids Public Utilities to allow the US Infrastructure Corporation to continue the same locating services for GRPU.

**A motion was made by Commissioner Rick Blake, seconded by Secretary Greg Chandler, to amend the contract between Citi Lites and Grand Rapids Public Utilities to allow the US Infrastructure Corporation to continue the same locating services for GRPU. The motion PASSED by unanimous vote.**

- 9.c. 19-0232 Consider a motion to approve the updated terms and conditions of the Lake Country Power Electric Service Territory Acquisition Agreement.

**A motion was made by Commissioner Luke Francisco, seconded by Commissioner Kathy Kooda, to approve the updated terms and conditions of the Lake Country Power Electric Service Territory Acquisition Agreement. The motion PASSED by unanimous vote.**

## 10 WASTEWATER TREATMENT FACILITY OPERATIONS

- 10.a. 19-0214 Review the Wastewater Treatment Facility Operations Report for March.

*Wastewater/Wastewater Department Manager Mattson reviewed the Wastewater Treatment Facility Operations Report for March with the Commission.*

**Received and Filed**

## 11 WATER AND WASTEWATER COLLECTION

- 11.a. 19-0225 Review the Water and Wastewater Collection Operations Report for March.

*Wastewater/Wastewater Department Manager Mattson reviewed the Water/Wastewater Collection Operations Report for March with the Commission.*

**Received and Filed**

- 11.b. 19-0226 Consider a motion to authorize the expense of updating the water and sanitary sewer system master plans.

**A motion was made by Secretary Greg Chandler, seconded by Commissioner Kathy Kooda, to accept the quote from Short Elliott Hendrickson for a comprehensive water and sewer system study for a total of \$72,000.00. The motion PASSED by unanimous vote.**

- 11.c. 19-0228 Consider a motion to authorize the adoption of the approved water emergency and conservation plan.

**A motion was made by Commissioner Rick Blake, seconded by Secretary Greg Chandler, to authorize the adoption of the approved water emergency and conservation plan. The motion PASSED by unanimous vote.**



**12 SAFETY**

- 12.a. 19-0229 Review Safety Report for March 2019.

*General Manager Kennedy reviewed the Safety Report for March with the Commission.*

**Received and Filed**

**13 DISCUSSION AND CORRESPONDENCE**

*No items.*

**14 VERIFIED CLAIMS**

- 14.a. 19-0223 Consider approving verified claims for March  
Computer Check Register \$ 1,116,257.04  
Manual Check Register \$ 455,407.20

**A motion was made by Secretary Greg Chandler, seconded by Commissioner Luke Francisco, to approve verified claims for February in the amount of \$1,571,664.24 (Computer Check Register \$1,116,257.04 and Manual Check Register \$455,407.20). The motion carried by the following vote.**

**Aye:** 4 - President Tom Stanley, Secretary Greg Chandler, Commissioner Rick Blake, and Commissioner Luke Francisco

**Abstain:** 1 - Commissioner Kathy Kooda

**15 ADJOURNMENT**

*By call of the chair, the regular meeting was declared adjourned at 4:45 PM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.*

**The next special meeting/work session is scheduled for Tuesday, April 30, 2019 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

**The next regular Commission meeting is Wednesday, May 15, 2019 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

**The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, copies (gray color) are available at the GRPUC meeting room entrances.**

**PUBLIC UTILITIES COMMISSION****ACCOUNTS PAYABLE**

March 2019

<b>NAME</b>	<b>AMOUNT</b>	<b>NAME</b>	<b>AMOUNT</b>
A T & T Mobility	353.16	Rapids Printing	602.79
Acheson Tire	20.00	Reese Rubber Stamp	35.00
AmeriPride Services	487.11	SND Appliance	1,428.29
Automation Direct	819.25	Sandstroms	834.55
Badger State Inspection LLC	2,642.00	The Sherwin Williams Co	1,157.80
Border States Electric	144.50	Solenis	38,386.10
Bunes Septic Service	135.00	Stuart Irby	2,316.50
Burgraffs Ace Hardware	679.95	Swan Machine	4,159.14
Busy Bees Quality Cleaning	1,991.64	T & J Towing	272.50
CW	691.52	Telcologix	218.50
Call Net	995.00	Treasure Bay Printing	39.00
Casey's	55.69	Vessco Inc	253.00
Citi Lites	31.00	Viking Electric Supply	1,151.95
City of Grand Rapids	1,861.04	Waste Management	2093.69
Compass Minerals	5,574.04	Wells Fargo Business Cards	2771.47
Duncan Co	1,540.99	Kathy Wohlrabe	14.56
Energy Insight Inc	3,257.48	Xerox Corporation	364.81
Fastenal	66.17		
Ferguson Enterprises	3,996.58	Appliance Rebates:	
Figgins Truck & Trailer	178.37	Christopher Wright	80.00
Further	151.50	William Trembath	50.00
Grainger	792.91	Darren & Michelle Schwake	50.00
Hach	649.57	David & Kathy Kooda	50.00
Hawkins Inc	18,029.20	Carol Spooner	80.00
Herc-U-Lift	1,918.62		
Itasca Computer Resources	6,152.83		
Johnson, Killen & Seiler	972.40		
Johnson Controls	820.79	TOTAL	1,116,257.04
KOZY	1,102.50		
Keller Fence Company	125.00		
Lano O'Toole & Bengston Ltd	396.00		
League of Minn Cities	500.00		
McMaster-Carr	2,707.68		
Mars Supply	594.32		
Steve Mattson	59.16		
Microbiologics	311.31		
Minnesota Dept of Labor & Industry	100.00		
Minnesota Municipal Utilities	930.00		
Minnesota Power	981,822.63		
Minnesota Power	183.45		
Minnesota Pollution Control Agency	948.92		
NSI Lab Solutions	91.00		
Nextera Communications	585.15		
North Central Laboratories	1,725.80		
Northern Business Products	634.16		
Karen Olson	17.40		
Dennis O'Toole	375.00		
Pace Analytical	155.84		
Power Process Equipment	569.63		
Public Utilities Commission	6,514.64		
Quality Flow Systems	74.49		
RMB Environmental Labs	1,333.00		
Railroad Management Co	2,982.00		

MARCH 2019 MANUAL CHECK REGISTER

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
3/4/2019	3862	Public Employees Retirement Association	14,531.00
3/4/2019	3863	Minnesota Dept. of Revenue	4,316.57
3/4/2019	3864	Wells Fargo Bank	24,255.76
3/4/2019	3865	Empower Retirement	8,015.53
3/1/2019	3866	Northeast Service Cooperative	4,015.00
3/1/2019	3867	Health Partners	66,374.30
3/4/2019	3868	Further	2,454.16
3/6/2019	3869	Further	301.47
3/1/2019	3870	Invoice Cloud	2,118.85
3/15/2019	3871	Public Employees Retirement Association	14,447.93
3/15/2019	3872	Minnesota Dept. of Revenue	4,272.90
3/15/2019	3873	Wells Fargo Bank	24,097.79
3/15/2019	3874	Empower Retirement	8,430.22
3/15/2019	3875	Further	2,454.16
3/20/2019	3876	Further	352.67
3/20/2019	3877	Minnesota Department of Revenue	59,412.00
3/28/2019	3878	Empower Retirement	863.47
3/29/2019	3879	Public Employees Retirement Association	14,586.22
3/29/2019	3880	Minnesota Dept. of Revenue	4,404.37
3/29/2019	3881	Wells Fargo Bank	24,847.09
3/29/2019	3882	Empower Retirement	8,572.97
3/27/2019	3883	Further	267.66
3/1/2019	74581	U.S. Post Office	763.24
3/1/2019	74583	MN Child Support Payment Center	622.05
3/1/2019	74584	Minnesota Benefit Association	71.52
3/1/2019	74585	RCB Collections, Inc	49.78
3/4/2019	74586	NCPERS Group Life Ins	128.00
3/6/2019	74587	Minnesota Energy Resources Corp.	19.20
3/6/2019	74588	United Parcel Service	65.80
3/6/2019	74589	Verizon Wireless	780.17
3/8/2019	74590	U.S. Post Office	630.74
3/12/2019	74591	AT & T Mobility	333.87
3/12/2019	74592	Further	151.50
3/12/2019	74593	Mattson, Steve	172.84
3/12/2019	74594	Verizon Wireless	378.54
3/12/2019	74595	Customer Refunds- Smokin Guns Tatoo	81.47
3/12/2019	74596	Customer Refunds- PWH Wireless	337.80
3/12/2019	74597	Customer Refunds- Kondaur Capital Corp	97.64
3/12/2019	74598	Customer Refunds- Charles Walker	14.20
3/13/2019	74599	Itasca County Recorder	46.00
3/15/2019	74600	MN Child Support Payment Center	622.05
3/15/2019	74601	Minnesota Council 65	1,824.00
3/15/2019	74674	Customer Refunds- Grand Rapids State Bank	81.41
3/15/2019	74675	Customer Refunds- Nicolas Dahlgren & Elizabeth Key	52.08
3/15/2019	74676	Customer Refunds- McKayla Carr	33.17
3/15/2019	74677	Customer Refunds- Elsie Castle	10.08
3/18/2019	74678	Minnesota Energy Resources Corp.	421.19
3/18/2019	74679	United Parcel Service	28.60
3/18/2019	74680	UNUM Life Insurance Co of America	1,862.54
3/18/2019	74681	Bocinsky, James	558.50
3/19/2019	74682	U.S. Post Office	757.53
3/25/2019	74683	United Parcel Service	13.14
3/25/2019	74684	Verizon Wireless	417.60

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
3/26/2019	74685	U.S. Post Office	686.60
3/27/2019	74686	City of LaPrairie	13,432.67
3/27/2019	74687	Minnesota Dept. of Health	5,197.00
3/29/2019	74713	City of Grand Rapids	57,283.71
3/29/2019	74714	City of Grand Rapids	72,333.33
3/29/2019	74715	MN Child Support Payment Center	622.05
3/29/2019	74716	City of Grand Rapids	1,033.50
		Checks Previously Approved	0.00
		Manual Checks to be approved	455,407.20
		<b>TOTAL MANUAL CHECKS</b>	<b>455,407.20</b>



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Tuesday, April 30, 2019

8:00 AM

Conference Room of Public Utilities Service Center

---

### 1 CALL TO ORDER

*A Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Tuesday, April 30, 2019 at 8:00 AM in the Conference Room 112 of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

**Present** 4 - President Tom Stanley, Secretary Greg Chandler, Commissioner Kathy Kooda, and Commissioner Luke Francisco

**Absent** 1 - Commissioner Rick Blake

### 2 CALL OF ROLL

*Others Present: General Manager Kennedy, Finance Manager Betts, Electric Department Manager Goodell, Wastewater/Wastewater Department Manager Mattson, Administrative/ HR Assistant Flannigan.*

### 3 19-0267

Acknowledge the proper posting of the special meeting date, time, and purpose.

*President Stanley acknowledged the posting of the special meeting/work session date, time and purpose.*

**Received and Filed**

### 4 19-0268

Consider approving mid-month verified claims for March in the amount of \$21,105.75.

**A motion was made by Secretary Greg Chandler, seconded by Commissioner Kathy Kooda, to approve the mid-month verified claims for March in the amount of \$21,105.75. The motion PASSED by unanimous vote.**

### 5 19-0270

Governance discussion.

*Discussion was held on setting the agendas annually for the special meetings/work sessions, annual commissioner orientation, educational communications, and the policy review process.*

**6 ADJOURNMENT**

*By call of the chair, the special meeting/work session was declared adjourned at 9:20 AM.*

*Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.*

*The next regular Commission meeting is Wednesday, May 15, 2019 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

*The next special meeting/work session is scheduled for May 28, 2019 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

*The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, copies (gray color) are available at the GRPUC meeting room entrances.*

**PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE  
MARCH 2019 #2 (Worksession)**

<b>NAME</b>	<b>AMOUNT</b>
Acheson Tire	45.00
Barr Engineering Co	1,195.60
Burggraf's Ace Hardware	78.86
Carquest	279.71
City of Grand Rapids	4,938.33
Coles	638.93
Davis Petroleum	2,080.63
ERA	559.81
Gopher State One Call	43.20
Graybar	78.24
Itasca County Treasurer	1,746.88
Itron	887.38
L & M Supply	318.40
Mc Coy Construction	288.18
Manning Environmental	530.63
Rapid Rental & Supply GR	220.00
Rapids Welding Supply	145.25
Treatment Resources	3,183.57
Viking Electric Supply	191.47
Jeff Walker, Itasca Cty Auditor	270.00
Wesco	3,385.68
TOTAL	<hr/> 21,105.75

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
RE-ORGANIZATIONAL MEETING, JANUARY 16, 2019**

**CALL TO ORDER**

Pursuant to due notice and call thereof, a Re-Organizational Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Marilyn Rossman at 4:00 p.m., January 16, 2019 at 411 NW 7<sup>th</sup> Street, in the Community Room.

**CALL OF ROLL**

**HRA Commissioners Present:** Marilyn Rossman, Kathleen Blake, Michelle Toven, Chris Henrichsen, Isaac Meyer

**HRA Commissioners Absent:** None

**HRA Staff:** Interim Executive Director Diane Larson, Amanda MacDonell, Property & Program Development Specialist, Renee Patrow, City of Grand Rapids Finance Department

**Guests Present:** Judy Peterson, Bert McElrath

**Administration of Oath of Office**

Chair Rossman administered the Oath of Office to newly appointed Commissioner Michelle Toven who is the City liaison to the board.

**Chair Report**

Chair Rossman welcomed everyone to the annual meeting of GRHRA. She summarized changes to be expected by the board in 2019.

**Election of Officers for 2019**

**Chairperson**

Commissioner Meyer nominated Commissioner Kathleen Blake as the Chairperson. Blake accepted the nomination. Chair Rossman called for further nominations. No further nominations were made. Rossman called for a vote. Voting Aye, all. Motion carried.

**Vice-Chairperson**

Chair Blake nominated Commissioner Meyer as Vice Chairperson. Isaac accepted the nomination. Chair Blake called for further nominations. Commissioner Meyer nominated Commissioner Rossman as the Vice Chairperson. Rossman accepted the nomination. Chair Blake called for a vote on the two nominees and Commissioner Meyer was elected the Vice Chairperson. Motion carried.



**Treasurer/Secretary**

Commissioner Rossman nominated Commissioner Chris Henrichsen to be the Treasurer/Secretary. Henrichsen accepted the nomination. Chair Blake called for further nominations. No further nominations were heard and Chair Blake called for a vote. Voting Aye, all. Motion carried.

**Establish 2019 Meeting Schedule**

Henrichsen moved to maintain the third Wednesday of every month at 4:00 p.m. as the regular meeting date and time for regular meetings of the Grand Rapids HRA. The motion was seconded by Commissioner Toven. Voting Aye, all. Motion carried.

**Depository Bank Designation**

Commissioner Meyer made a motion, seconded by Commissioner Tovey to designate Woodland Bank, Wells Fargo Bank & Investments, and Deerwood Bank as the Grand Rapids HRA official depositories for 2019. Voting Aye, all with Commissioner Henrichsen abstaining from the vote. Motion carried.

**Designate Official Newspaper**

Commissioner Meyer made a motion to appoint the Grand Rapids Herald Review as the official newspaper for the Grand Rapids HRA for calendar year 2019. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**Establish Per Diem for Commissioners**

Larson provided information on the per diem rate allowed under state statute which is a maximum of \$75 per meeting. Commissioner Meyer made a motion establish the per diem at \$45 per duly called meeting. Seconded by Commissioner Toven. Voting Aye, all. Motion carried.

**Set Mileage Rate for 2019**

Commissioner Henrichsen made a motion to set the mileage rate for 2019 at the IRS allowed rate. Seconded by Commissioner Meyer. Voting Aye, all. Motion carried.

**Conflict of Interest**

Interim Director Larson distributed a potential conflict of interest form for use by the board. She asked board members to review for possible adoption at the next regular meeting.

Commissioner Meyer made a motion to adjourn the re-organizational meeting at 4:25 p.m. Seconded by Commissioner Toven. Voting Aye, all. Motion carried

Signed

  
Secretary, Chris Henrichsen

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING January 16, 2019**

**CALL TO ORDER**

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Blake, at 4:30 p.m. in the Community Room, located at 411 NW 7<sup>th</sup> Street, Grand Rapids, MN.

**CALL OF ROLL**

**HRA Commissioners Present:** Marilyn Rossman, Kathleen Blake, Michelle Toven, Chris Henrichsen, Isaac Meyer

**HRA Commissioners Absent:** None

**HRA Staff:** Interim Executive Director Diane Larson, Amanda MacDonell, Property & Program Development Specialist, Renee Patrow, City of Grand Rapids Finance Department

**Guests Present:** Judy Peterson, Bert McElrath

**PUBLIC FORUM:**

Issues brought up by Judy Peterson a tenant from the 401 complex:

- Thanked the HRA for the new exterior door locks for the building
- Entry phone is the entrance is still broken
- Questions on bathroom upgrades

Issues brought up by Bert McElrath a tenant at the 411 complex:

- Provided a list of concerns but stated he had met with Interim Director Larson and believed some were being looked at.

Commissioner Meyer noted, that at some point, the board should implement a policy on conducting the public forum.

**APPROVAL OF MINUTES**

Commissioner Meyer made a motion to approve the regular meeting minutes of December 19, 2018 as presented; seconded by Commissioner Toven. Voting Aye, all. Motion carried.

**FINANCIAL REPORTS**

Renee Patrow, City Finance Department, provided a summary review of the preliminary financial reports for the period ending 12/31/2018. Commissioner Rossman made motion to approve the preliminary statements as presented; seconded by Commissioner Meyer. Voting Aye, all. Motion carried.

### **APPROVAL OF VERIFIED CLAIMS**

Commissioner Toven made a motion to approve verified claims as follows:

- Public Housing claims in the amount of \$51,065.59
- Crystal Lake Townhome claims in the amount of \$32,173.63
- Pooled Housing claims in the amount of \$106,100.22, the C. Seconded by Commissioner

Commissioner Meyer seconded the motion. Voting Aye, all. Motion carried.

### **PUBLIC HOUSING REPORT**

Interim Director Larson stated we one vacancy in the Public Housing Program as of January 3<sup>rd</sup>. Otherwise we are 100% occupied with short waiting list.

### **CRYSTAL LAKE HOUSING REPORT**

In written report, staff provided several updates for the Crystal Lake Townhome project. Interim Director Larson reported that a letter was sent to Gayle Rusco at MFHA to address the concerns that were sent to the Grand Rapids Board of Commissioners in June 2018. Ms. Rusco responded in letter dated January 9<sup>th</sup> thanking the HRA for the detailed response, found the response acceptable with no further action is required at this time. Ms. Rusco further stated that she looks forward to working with us to see decreased vacancies at the project.

Amanda MacDonell reported that there are 11 vacancies at this project and she has been working with maintenance staff to ready the units for occupancy. Currently only 3 of the 11 units are not ready for immediate occupancy. She further reported that all vacant units were tested for the presence of methamphetamine residue with 11 of the 12 units coming back with results of no residue detected. One unit tested positive but had a result below a level requiring professional remediation or any hazard to occupants. Staff will ensure the unit is thoroughly cleaned, painted, and carpets replaced before it is re-leased.

### **POOLED HOUSING REPORT**

Interim Director Larson reported on the turn-over and vacant units at both Lakeshore Place and Forest Park West. Current waiting lists are short so staff is marketing the units.

### **OTHER MATTERS**

- a) Commissioner Meyer made a motion to update all signatories to reflect the new officers of the HRA. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried. Henrichson will prepare the required documents and possible resolutions for the next regular meeting.
- b) Interim Director Larson updated the Board on the government shut-down noting that we are facing the longest shut-down in history. Due to the shut-down, Larson was not able to secure access to the HUD systems to complete required reporting or draw down operating subsidy for the public housing program. Subsidy has not been drawn down since October so the HRA is due subsidy since November 1, 2018.

Nationwide, public housing projects will be paid subsidy through February but if the shut-down continues, no subsidies will be available beginning March 1, 2019. Larson states that the reserve levels in the GRHRA Public Housing are sufficient to continue operations without interruption at the present time and will be evaluated depending on the length of the shut-down.

Operating subsidy for Crystal Lake Townhomes will cease February 1, 2019 unless the government shut-down ends. Again, reserves will be utilized to maintain operations.

- c) MN NAHRO offers a flat rate membership for its Commissioners for an annual fee of \$214.00. Larson explained the benefits of commissioner membership. Commissioner Rossman made a motion to approve membership in MN NAHRO for commissioners. The motion was seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

d) Following review of the motion made at the December 2018 regular meeting, Larson was directed to proceed with a Cost of Living increase in 2019 salary for all HRA employees.

e) Subcommittee report – Blake/Rossman. Chairperson Blake stated she and Commissioner Rossman met with representatives from the Itasca County HRA, which was basically informational meeting. She noted that a report outlining basic information about each HRA was drafted and asked Diane to distribute to the full board. Blake also reported that funding is available through the Greater MN Housing Fund to support the work of a consultant to assist the two boards during this transition time.

Motion Meyer, second Rossman to direct Larson to begin the application process with GMHF and execute an agreement as soon as possible. In addition, Larson should assemble a list of qualified consultants and have 2 board members assist with reviewing proposals to provide consultant services. Motion carried.

The board noted that, if action is necessary prior to the February meeting, they will schedule a special meeting.

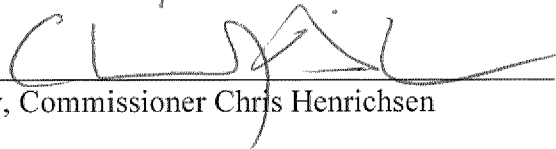
Meyer noted that the board should be mindful of the agreement with Itasca County HRA and if it needs to be re-negotiated, that Itasca County HRA should bring that request to the Grand Rapids HRA for consideration.

*ICHRA Annual Meeting:*

Itasca County HRA will hold its annual meeting on Tuesday, January 22<sup>nd</sup>, 2019 at 8:00 a.m. at the Beacon Hill Community Center. Staff will be presenting a PowerPoint presentation of the work of the HRA in 2018 and Larson invited GRHRA Commissioners to attend.

**ADJOURNMENT**

There being no further information of the HRA of Grand Rapids, Commissioner Toven made a motion to adjourn the meeting at 5:45 p.m. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

Signed   
Secretary, Commissioner Chris Henrichsen

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING  
February 20, 2019**

**CALL TO ORDER**

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Blake, at 4:00 p.m. in the Community Room, located at 411 NW 7<sup>th</sup> Street, Grand Rapids, MN.

**CALL OF ROLL**

**HRA Commissioners Present:** Marilyn Rossman, Kathleen Blake, Michelle Toven, Chris Henrichsen

**HRA Commissioners Absent:** Isaac Meyer

**HRA Staff:** Diane Larson, Interim Executive Director

**Guests Present:** Renee Patrow, City of Grand Rapids Finance Department, Bert McElrath

**PUBLIC FORUM:**

Concerns brought up by Bert McElrath a tenant at the 411 complex:

- o Packages being delivered to the building are being stolen
- o Snow removal off roofs of buildings due to amount of snowfall this season

**APPROVAL OF ANNUAL MEETING MINUTES**

Commissioner Toven made a motion to approve the Annual Meeting Minutes of January 16, 2019 as presented; seconded by Commissioner Henrichson. Voting Aye, all. **Motion carried.**

**APPROVAL OF REGULAR MEETING MINUTES**

Commissioner Rossman made a motion to approve the Regular Meeting Minutes of January 16, 2019 as presented; seconded by Commissioner Toven. Voting Aye, all. **Motion carried.**

**FINANCIAL REPORTS**

Commissioner Henrichsen moved to table approval of the December 2018 year end financials until the March meeting; Commissioner Toven seconded the motion. Voting Aye, all. **Motion carried.**

Renee Patrow, City Finance Department, provided a summary review of the financial reports for the period ending 1/31/2019. Commissioner Toven made motion to approve the statements as presented; seconded by Commissioner Henrichsen. Voting Aye, all. **Motion carried.**

City of Grand Rapids, Minnesota, Authorizing Execution of the Corporate Authorization Resolution for the Purpose of Designating Authorized Signatories for Agreements with Banking Institutions – see attached full copy of Resolution 2019-02. The motion passed unanimously.

#### **NEW BUSINESS**

##### **Approve Resolution 2019-03, Approve Revised Bylaws:**

Interim Director Larson reported that she, along with Tom Pagel, City Administrator worked with Chad Sterle, City Attorney, to make some recommended revisions to the Bylaws of GRHRA. Chair Blake walked through the specific changes with the board.

Motion by Commissioner Henrichsen, seconded by Commissioner Toven to approve Resolution 2019-03, Resolution of the Housing & Redevelopment Authority in and for the City of Grand Rapids, Minnesota, Approving the Revised Bylaws – see attached full copy of Resolution 2019-03. The motion passed unanimously.

##### **Staff Report:**

In written report, Larson outlined several activities of the interim management staff noting that the intent of the report is to keep the board up to date on items of importance but not requiring specific board action. The report included updates on Crystal Lake Townhomes, Public Housing, software changes, MN Nahro membership for commissioners, state/federal legislative updates, a training opportunity for commissioners, and information on an update to the Housing Needs Analysis for the City of Grand Rapids.


**OTHER BUSINESS: {None scheduled or discussed}**

#### **NEXT MEETING:**

The next regular meeting of the GRHRA Board of Commissioners will be held on Wednesday, March 20, 2019 beginning at 4:00 p.m. The meeting will be held in the Community Room at 411 7<sup>th</sup> Street NW, Grand Rapids, MN.

#### **ADJOURNMENT**

There being no further business to come before the GRHRA Board of Commissioners, Commissioner Toven made a motion to adjourn the meeting at 5:15 p.m., seconded by Commissioner Henrichsen. Voting Aye, all. **Motion carried.**

Signed   
Secretary, Commissioner Chris Henrichsen

**Housing and Redevelopment Authority  
of Grand Rapids, Minnesota**

Seventh Street NW  
Grand Rapids, MN 55744  
Telephone: (218) 326-9515  
Fax: (218) 326-5019



**RESOLUTION 2019-01**

**RESOLUTION OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF GRAND RAPIDS,  
MINNESOTA, AUTHORIZING EXECUTION OF THE CORPORATE AUTHORIZATION RESOLUTION FOR THE PURPOSE OF  
DESIGNATING AUTHORIZED SIGNATORIES FOR AGREEMENTS WITH BANKING INSTITUTIONS**

Motion by Commissioner Toven, seconded by Commissioner Rossman to approve Resolution 2019-01 as follows:

WHEREAS, the Grand Rapids HRA Board of Commissioners previously designated its official depository bank; and

WHEREAS, the Grand Rapids HRA, in the course of due diligence, reviews its authorized signatories and needs to make revisions from time to time; and

WHEREAS, the Grand Rapids HRA gives appropriate authority to its Executive Director, Chair of the Board, and Secretary of the Board to be authorized signers for the Authority and to execute signatory cards as deemed necessary; and

THEREFORE, BE IT RESOLVED by the Grand Rapids Housing & Redevelopment Authority that the attached Corporate Authorization Resolution required by Woodland Bank be duly executed and become effective this day 20 February 2019.


Dated this 20<sup>th</sup> day of February, 2019.


Voting Aye: Blake, Henrichsen, Rossman, Toven

Voting Nay: None

Absent: Meyer

WHEREUPON, the Chair declared the motion carried and RESOLUTION 2019-01 adopted.

  
Kathleen Blake, Chair

  
Chris Henrichsen, Secretary

3



**Housing and Redevelopment Authority  
of Grand Rapids, Minnesota**

Seventh Street NW  
Grand Rapids, MN 55744  
Telephone: (218) 326-9515  
Fax: (218) 326-5019



**RESOLUTION 2019-02**

**RESOLUTION OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF GRAND RAPIDS,  
MINNESOTA, AUTHORIZING EXECUTION OF THE CORPORATE AUTHORIZATION RESOLUTION FOR THE PURPOSE OF  
DESIGNATING AUTHORIZED SIGNATORIES FOR AGREEMENTS WITH BANKING INSTITUTIONS**

Motion by Commissioner Toven, seconded by Commissioner Henrichsen to approve Resolution 2019-02 as follows:

WHEREAS, the Grand Rapids HRA Board of Commissioners previously designated its official depository bank; and

WHEREAS, the Grand Rapids HRA, in the course of due diligence, reviews its authorized signatories and needs to make revisions from time to time; and

WHEREAS, the Grand Rapids HRA gives appropriate authority to its Executive Director, Chair of the Board, and Secretary of the Board to be authorized signers for the Authority and to execute signatory cards as deemed necessary; and


THEREFORE, BE IT RESOLVED by the Grand Rapids Housing & Redevelopment Authority that the attached Corporate Authorization Resolution required by Wells Fargo Advisors be duly executed and become effective this day 20 February 2019.

Dated this 20<sup>th</sup> day of February, 2019.

Voting Aye: Blake, Henrichsen, Rossman, Toven  
Voting Nay: None  
Absent: Meyer

WHEREUPON, the Chair declared the motion carried and RESOLUTION 2019-02 adopted.

  
Kathleen Blake, Chair

  
Chris Henrichsen, Secretary

3

Housing and Redevelopment Authority  
of Grand Rapids, Minnesota

Seventh Street NW  
Grand Rapids, MN 55744  
Telephone: (218) 326-9515  
Fax: (218) 326-5019



RESOLUTION OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF GRAND RAPIDS,  
MINNESOTA, APPROVING THE REVISED BYLAWS AS FOLLOWS:  
RESOLUTION 2019-03

Motion by Commissioner Henrichsen, seconded by Commissioner Toven to approve Resolution 2019-03 as follows:

WHEREAS, the Grand Rapids HRA Board of Commissioners deems it appropriate to adopt bylaws for the purposes of setting forth the operational structure of the Board and generally providing for the governance of its activities and;

WHEREAS, the current bylaws were reviewed and recommended changes to those bylaws have been made and;

WHEREAS, all proposed revisions were duly presented, reviewed, and discussed at the regular meeting of the Grand Rapids HRA Board of Commissioners held on February 20<sup>th</sup>, 2019 and;

WHEREAS, the Grand Rapids HRA Board of Commissioners reviewed in entirety the proposed amended Bylaws attached.

THEREFORE, BE IT RESOLVED by the Grand Rapids Housing & Redevelopment Authority that the amended Bylaws be adopted and become effective this date 20 February 2019 and forwarded the Grand Rapids City Council for approval.

*Dated this 20<sup>th</sup> day of February, 2019.*

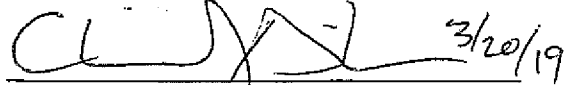
Voting Aye: Rossman, Henrichsen, Toven, Blake

Voting Nay: None

Absent: Meyer

WHEREUPON, the Chair declared the motion carried and Resolution 2019-03 adopted.

  
Kathleen Blake, Chair                      Date

 3/20/19  
Chris Henrichsen, Secretary              Date

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING  
March 20, 2019**

**CALL TO ORDER**

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Blake, at 4:00 p.m. in the Community Room, located at 411 NW 7<sup>th</sup> Street, Grand Rapids, MN.

**CALL OF ROLL**

**HRA Commissioners Present:** Marilyn Rossman, Kathleen Blake, Michelle Toven, Chris Henrichsen, Isaac Meyer

**HRA Commissioners Absent:** None

**HRA Staff:** Diane Larson, Interim Executive Director

**Guests Present:** Renee Patrow, City of Grand Rapids Finance Department; Bert McElrath, Resident; Judy Peterson, Resident; Ray Evans, Resident

**PUBLIC FORUM:**

Judy Peterson spoke on behalf of residents at the 401 River Road complex and wanted the board to know that the tenants appreciate the work of Dave Tudors, Maintenance, during the absence of their normal caretaker and also appreciate the responsiveness of management in their pro-active approach to issues. She did note that the security system hand-set is still not working properly and that the parking lot may need to be addressed this spring.

Terri and Jeff Lane, caretakers at Lake Shore Place and Forest Park West, announced their resignation as of April 5<sup>th</sup>, 2019. Chair Blake thanked them for their service.

**APPROVAL OF REGULAR MEETING MINUTES**

Commissioner Toven made a motion to approve the Regular Meeting Minutes of February 20, 2019 as presented; seconded by Commissioner Meyer. Voting Aye: all. **Motion carried.**

Commissioner Meyer made a motion to add an item to the agenda requesting consideration for a proposed Board Meeting Policy. Commission Toven second the motion. **Motion carried.**

**CONSENT AGENDA**

Commissioner Meyer made a motion to approve the consent agenda containing the following items:

1. Approve verified claims for Public Housing Claims in the amount of \$14,714.14.

2. Approve verified claims for the Crystal Lake Townhome project in the amount of \$42,148.15.
3. Approve verified claims for Pooled Housing in the amount of \$61,521.50.
4. Accept Vacancy Report for all owned housing for the period through 3/1/2019.

Commissioner Henrichsen seconded the motion. **Ayes:** Henrichsen, Toven, Meyer, Blake  
**Nays:** Rossman **Absent:** None **Motion Carried**

## **FINANCIAL REPORTS**

Commissioner Meyer moved approval of the final December 2018 year end financials;  
Commissioner Henrichsen seconded the motion. Voting Aye: all. **Motion carried.**

Renee Patrow, City Finance Department, provided a summary review of the financial reports for the period ending 2/28/2019. Commissioner Henrichsen questioned an account on the general fund balance sheet noting that the carry-over from 2018 may be incorrect. Patrow noted the correction. Commissioner Henrichsen made motion to approve the statements as amended; seconded by Commissioner Toven. Voting Aye: all. **Motion carried.**

## **CHAIR, EXECUTIVE DIRECTOR, AND COMMITTEE REPORTS**

### **Joint HRA Committee:**

Chair Blake informed the board that she and Commissioner Sanderson, from the Itasca County HRA, met jointly with a potential consultant, Rosemary Fragrelius. Blake noted that the board agenda today includes both a request to approve contracting with Ms. Fragrelius and to enter into a grant agreement with the Greater Minnesota Housing Fund.

### **Authorize Execution of Grant Agreement with Greater Minnesota Housing Fund (GMHF):**

Larson reported that GMHF approved the grant request in the amount of \$9,995 to the ICHRA and GRHRA to support the Authorities in exploring the potential for a merger or collaborative model of governance. The grant will begin on March 14<sup>th</sup> and end on December 31, 2019. She asked the board to approve the execution of the grant agreement.

Motion Henrichsen, second Meyer to authorize execution of the grant agreement with the Greater MN Housing Fund by the appropriate signatories. **Motion carried.**

### **Approval of Consulting Services Contract with Rosemary Fragrelius Consulting:**

Larson reviewed the proposed consulting agreement between Fragrelius and both HRAs noting the scope of work, term of contract, and terms of payment. Board members were concerned about the wording outlined in the “Engagement Process” and asked that the wording be changed from identifying a merger to understanding all types of collaboration that might benefit both HRAs.

Motion by Henrichsen to authorized execution of the revised consulting contract with Rosemary Fragrelius dated March 18<sup>th</sup> in an amount not to exceed \$9,550. Meyer seconded the motion. **Motion carried.**

**OLD BUSINESS: {None Discussed}**

**NEW BUSINESS**

**Approve Revision to Joint Powers Agreement with Itasca County HRA (ICHRA):**

The Joint Powers Agreement between GRHRA and ICHRA has been revised to include interim Maintenance support and an extension of the current term of the agreement to April 30, 2019.

Motion by Commissioner Meyer, seconded by Commissioner Henrichsen to approve Amendment #1 to the Joint Powers Agreement originally dated 11/27/2018. **Motion carried.**

**Approve Conflict of Interest Policy – Resolution 2019-04:**

Motion by Commissioner Meyer, seconded by Commissioner Toven to approve Resolution 2019-04, Resolution of the Housing and Redevelopment Authority in and for the City of Grand Rapids, Minnesota, Approving the Conflict of Interest Policy – see attached full copy of said Resolution. The Resolution passed unanimously.

**Authorize Operating Cost Adjustment Factor (OCAF) Rent Increase to MHFA for the Crystal Lake Townhome Project:**

In written report, Larson provided the commissioners with a recommendation and request in regards to renewal of the Housing Assistance Payment (HAP) Contract for Crystal Lake Townhomes. Staff recommends that a request be submitted to increase the contract rents upon renewal of the HAP Contract in accordance with the automatic OCAF adjustment. She noted that the OCAF rent increase assists with the financial health of the project and has little to no impact on residents. Motion by Meyer, seconded by Toven to submit documentation to MHFA to renew the HAP Contract requesting the OCAF adjustment for 2019 for the Crystal Lake Townhome project. **Motion carried.**

**Approve Resolution 2019-05, Authorizing Signatories at Deerwood Bank:**

Motion by Commissioner Meyer, seconded by Commissioner Toven to approve Resolution 2019-05, Resolution of the Housing and Redevelopment Authority in and for the City of Grand Rapids, Minnesota, for the purpose of Designating Authorized Signatories for Agreements with Banking Institutions – see full copy of said Resolution as attached. It is noted that the authorized signatory positions are: Chair, Secretary, and Executive Director and those positions are currently held by Kathleen Blake, Chris Henrichsen, and Diane Larson respectively. The motion passed unanimously.

**Publicly Owned Housing Program (POHP):**

In written report, Larson provided information on the POHP used by PHAs across the state to rehabilitate and preserve public housing. The terms of funding, eligible uses and

application process were all discussed. Depending on whether there is a bonding bill or not this session may determine if another round of funding is available this fall. The report was informational only and no action requested.

**Consider Board Meeting Policy; Resolution 2019-06:**

Commissioner Meyer presented a Board Meeting Policy for board review and discussion. The purpose of the policy is to provide guidance regarding public comment and request for board action items at regular and special meetings of the GRHRA Board.

Motion by Commissioner Meyer, seconded by Commissioner Toven to approve Resolution 2019-06, Resolution of the Housing and Redevelopment Authority in and for the City of Grand Rapids, Minnesota, Approving the Board Meeting Policy as presented. See full copy of Resolution as attached. Resolution 2019-06 passed unanimously.

**OTHER BUSINESS:**

- a. The Minnesota NAHRO conference will be held on May 22<sup>nd</sup> – 24<sup>th</sup> near Brainerd and will feature a “Fundamentals for Commissioners” training. It was noted that Kathleen Blake will attend on behalf of Grand Rapids HRA and possibly Chris Henrichsen. They will bring back the training materials and information to share with all board members.
- b. Larson will attend the national NAHRO Legislative Conference, April 6<sup>th</sup> – 9<sup>th</sup> in Washington D.C. as part of a Minnesota delegation representing 154 HRAs throughout the state.
- c. In accordance with the HRA’s current Employment Handbook, Larson informed the board that they must take official action on employee resignations. It was noted that the Handbook needs to be updated. Motion by Meyer, seconded by Toven to accept the resignations/retirements of Kathy Tatro, Terri Lane, and Jeff Lane according to notices provided. **Motion carried.**

**NEXT MEETING:**

The next regular meeting of the GRHRA Board of Commissioners will be held on Wednesday, April 17<sup>th</sup>, 2019 beginning at 4:00 p.m. The meeting will be held in the Community Room at 411 7<sup>th</sup> Street NW, Grand Rapids, MN.

**ADJOURNMENT**

There being no further business to come before the GRHRA Board of Commissioners, Commissioner Toven made a motion to adjourn the meeting at 5:25 p.m., seconded by Commissioner Henrichsen. Voting Aye: all. **Motion carried.**

Signed \_\_\_\_\_  
Commissioner Chris Henrichsen, Secretary

**CIVIC CENTER AND PARKS AND RECREATION ADVISORY BOARD**  
**Regular Monthly Meeting**  
**December 5, 2018**

The IRA Civic Center and Park and Recreation Advisory Board held its regular monthly meeting on Wednesday, December 5, 2018, at the IRA Civic Center.

**I. CALL TO ORDER**

**Board Members Present:** Tasha Connelly, Luke Francisco, Lilah Crowe, Adrienne Huson, and Steve Oleheiser

**Board Members Absent:** Tina Glorvigen, and Brad Hyduke

**Staff Present:** Dale Anderson

**Visitors:** None

**II. FINANCIAL REPORTS**

No financials presented. 2018 year-end financials will be presented at the next meeting.

**III. MINUTES**

The minutes from the last regular meeting held on September 12, 2018 were presented to the board.

**A motion was made by Connelly and second by Francisco, to accept the September 12, 2018 minutes.**

**Upon roll call vote, the following voted in favor thereof: Connelly, Francisco, Crowe, Huson, and Oleheiser. Those opposed: none. Motion carried.**

**IV. SETTING THE AGENDA**

**V. VISITORS**

**VI. OLD BUSINESS**

a. Project Grand Rapids Update.

Dale reported that the referendum vote failed by about a 60% to 40% margin. He, Tom Pagel, and Mayor Adams met with Rapp Strategies about analyzing why the referendum failed and options for moving forward. Board members were given community interview questions.

**VII. NEW BUSINESS**

a. Facility Plan

City staff feels at this time the best option moving forward might be to focus on the necessary improvements at the Civic Center which include the roof, refrigeration, locker rooms, and ADA accessibility issues. Connelly feels that the Civic Center should consider some 'Conversation Signage' speaking to the compromised roof.

## **VIII. STAFF REPORT**

Dale reported that the Miner's Pavilion had ice by November 9<sup>th</sup> and the neighborhood outdoor rinks opened on November 27<sup>th</sup>, which is 1-2 weeks earlier than average. Dale also reported that he will assist the YMCA with the Pond Hockey program this winter as we continue to transition our Rec. programs to the YMCA and Community Ed.

## **IX. CORRESPONDENCE**

## **X. ADJOURNAMENT**

There being no further business, the meeting was adjourned.

Respectfully submitted: Dale Anderson



**CIVIC CENTER AND PARKS AND RECREATION ADVISORY BOARD**  
**Regular Monthly Meeting**  
**March 13, 2019**

The IRA Civic Center and Park and Recreation Advisory Board held its regular monthly meeting on Wednesday, March 13, 2019, at the IRA Civic Center.

**I. CALL TO ORDER**

**Board Members Present:** Tasha Connelly, Lilah Crowe, Brad Hyduke, and Steve Oleheiser

**Board Members Absent:** Tina Glorvigen

**Staff Present:** Dale Anderson

**Visitors:** Deb Vergin of the Cap Baker Lion's Group.

**II. FINANCIAL REPORTS**

The 2018 Financials were presented at the meeting and both the Civic Center budget and Parks and Recreation budget were discussed.

**A motion was made by Oleheiser and second by Connelly, to accept the 2018 Year End Financials for the IRA Civic Center and the Recreation Departments.**

**Upon roll call vote, the following voted in favor thereof: Connelly, Crowe, Hyduke and Oleheiser. Those opposed: none. Motion carried.**

**III. MINUTES**

The minutes from the last regular meeting held on December 5, 2018 were presented to the board.

**A motion was made by Oleheiser and second by Connelly, to accept the December 5, 2018 minutes.**

**Upon roll call vote, the following voted in favor thereof: Connelly, Crowe, Hyduke and Oleheiser. Those opposed: none. Motion carried.**

**IV. SETTING THE AGENDA**

**V. VISITORS – Deb Vergin**

**VI. OLD BUSINESS**

a. **Lion drinking fountain donation and placement.** Debbie explained the Lion's hopes to having the Lion drinking fountain taken out of storage and placed on the lawn of the Central School grounds. She discussed the numerous meetings she has attended in preparation of plans to get it up and running. Debbie mentioned that they would like it placed in a very visible location with less vandalism and they had the understanding that it could be placed on the Central School grounds. Their Lion's group was not in favor of placing the fountain at the Blandin Beach, the Angel of Hope Park or at the Judy Garland museum.

Dale mentioned that there were some concerns about the water supply and drainage at the Central School and that it would cost approximately \$9,000 to have it installed. Debbie was informed that the board will discuss and get back to their organization.

After Debbie left, the Board discussed the fountain further. Discussions included alternative placement sites such as the Grand Rapids Sports Complex (possibly near the East Elementary School that is to be built), Blandin Beach and Veterans Memorial Park. The Board discussed that the placement would be better suited in a recreational park or an environment that includes families and younger children. The Board also expressed concern regarding setting a precedence for similar requests from other organizations as to placing items on the Central School grounds.

**A motion was made by Oleheiser and second by Hyduke wherein the Board does not support placing the Lion's fountain at the Central School but would be in favor of placing it at the Grand Rapids Sports Complex, Blandin Beach or the Veterans Memorial Park.**

**Upon roll call vote, the following voted in favor thereof: Connelly, Crowe, Hyduke and Oleheiser. Those opposed: none. Motion carried.**

**b. Facility improvements update.** The City has applied for emergency state funding. Tom Pagel and Rick Blake have made two trips to the Capitol and our proposal looked favorable and was well received. If it does not pass in May, it will be included in the even-year bill cycle. The proposal for repairs is approximately \$11 to \$13 million which includes the repair of the roof, refrigeration, and being ADA compliant.

## **VII. NEW BUSINESS**

**a. Elect Chair and Vice Chair.** A motion was made by Hyduke and second by Connelly, to elect Lilah Crowe as Chair and Steve Oleheiser as Vice Chair.

**Upon roll call vote, the following voted in favor thereof: Connelly, Crowe, Hyduke and Oleheiser. Those opposed: none. Motion carried.**

**b. Discuss ice skating track concept for next winter.** The Parks and Recreation will be trying out a skating track at the Grussendorf Park next winter. It will be approximately eight feet wide so that a Zamboni can resurface and will weave around the Grussendorf Park grounds.

**c. Discuss next season's ice rate.** Last year the Board approved an hourly rate of \$163 per hour for all users. Dale discussed looking at a 3% raise for next season.

## **VIII. STAFF REPORT**

Dale explained that in the McDonald Venue, we are starting our dry floor season. The venue is booked on the weekends with the NMBA show, Jaycees, Father/Daughter Ball, Prom, etc. It also is occupied after school by the High School Baseball and Lacrosse teams.

The Kauppi Venue still has ice in and we are the host to the 15U regional and 12U state tournaments.

## **IX. CORRESPONDENCE**

## **X. ADJOURNMENT**

There being no further business, the meeting was adjourned.

Respectfully submitted: Sara Holum



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0348      **Version:** 1      **Name:**

**Type:** Agenda Item      **Status:** Department Head Report

**File created:** 5/24/2019      **In control:** City Council

**On agenda:** 5/28/2019      **Final action:**

**Title:** Grand Rapids Area Library ~ Will Richter

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Grand Rapids Area Library ~ Will Richter



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0318      **Version:** 1      **Name:** CP 2019-2 Award Contract  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 5/15/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider a resolution awarding a contract for CP 2019-2, Grand Rapids-Cohasset Connection Trail.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [5-28-19 Resolution CP 2019-2 Award Contract](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution awarding a contract for CP 2019-2, Grand Rapids-Cohasset Connection Trail.

**Background Information:**

On Thursday, May 9, 2019 at 10:00 am, bids were opened and publicly. The following bids were received:

Bidder	Base Bid	Compliant Bid
Engineers	\$626,924.25	
Casper Construction	\$483,875.00	Yes
Hawkinson Construction	\$504,238.00	Yes
KGM Contractors, Inc.	\$551,162.55	Yes
TNT Aggregates, LLC	\$559,900.00	Yes

This project is partially funded by a DNR Local Trail Connection Grant in the amount of \$150,000, an IRRR Grant in the amount of \$250,000.00 and a cost share with the City of Cohasset. The funding summary, with non-construction costs, is shown below. Award of this project is contingent on the approval of the cooperative construction agreement with the City of Cohasset.

**Project Funding**

DNR Trails Grant	\$150,000
IRRRB Regional Trails Grant	\$250,000
Cohasset (60%)	\$171,642
Grand Rapids (40%)	\$114,428
<b>Total Project Cost</b>	<b>\$686,070</b>

**Staff Recommendation:**

City staff recommends adopting a resolution awarding a contract for CP 2019-2, Grand Rapids-Cohasset Connection Trail, to Casper Construction in the amount of \$483,875.00

**Requested City Council Action**

A motion adopting a resolution awarding a contract for CP 2019-2, Grand Rapids-Cohasset Connection Trail, to Casper Construction in the amount of \$483,875.00

RESOLUTION NO. 19

19

### A RESOLUTION ACCEPTING BID FOR Grand Rapids-Cohasset Connection Trail City Project 2019-2

RESOLVED, that the City of Grand Rapids accept the bid for the construction of a 10' multi use trail from the intersection of Cohasset Street and Grand Rapids Street to the intersection of Grand Rapids Street and M Street. The estimated cost of the project is \$559,900.00.

Bidder	Amount	Amount
Engineer's Estimate	2,924,250	
Bidder	4,500,000	
Bidder	504,200.00	
M Street	551,125.50	
Bidder	559,900.00	

RESOLVED, that the City of Grand Rapids accept the bid for the construction of a 10' multi use trail from the intersection of Cohasset Street and Grand Rapids Street to the intersection of Grand Rapids Street and M Street. The estimated cost of the project is \$559,900.00.

M Street  
The estimated cost of the project is \$559,900.00. The project is scheduled to start in 2019 and will be completed by the end of 2019. The project is a high priority for the City of Grand Rapids.

RESOLVED, that the City of Grand Rapids accept the bid for the construction of a 10' multi use trail from the intersection of Cohasset Street and Grand Rapids Street to the intersection of Grand Rapids Street and M Street. The estimated cost of the project is \$559,900.00.

D. M.

RESOLVED, that the City of Grand Rapids accept the bid for the construction of a 10' multi use trail from the intersection of Cohasset Street and Grand Rapids Street to the intersection of Grand Rapids Street and M Street. The estimated cost of the project is \$559,900.00.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	19-0322	<b>Version:</b>	1	<b>Name:</b>	CP 2019-2 Approve Cooperative Construction Agreement
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Engineering
<b>File created:</b>	5/15/2019	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/28/2019	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider approving a cooperative construction agreement related to CP 2019-2, Grand Rapids-Cohasset Connection Trail, between the City of Grand Rapids and City of Cohasset.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Cooperative Construction Agreement 050919 DRAFT</a> <a href="#">CP 2019-2 Schedule I</a>				

Date	Ver.	Action By	Action	Result
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Consider approving a cooperative construction agreement related to CP 2019-2, Grand Rapids-Cohasset Connection Trail, between the City of Grand Rapids and City of Cohasset.

### **Background Information:**

The attached cooperative construction agreement establishes the City of Grand Rapids as the lead agency for the development, design and construction of the proposed 10' multi use trail with the City of Cohasset responsible for the long term maintenance. The trail begins at the intersection of County Road 63 and County Road 76, and ends at the Skelman Bridge/Mississippi River. The agreement further outlines the cost share for the project, which is estimated at:

- City of Cohasset (60%) - \$171,642
- City of Grand Rapids (40%) - \$114,428

### **Staff Recommendation:**

City staff is recommending the approval of a cooperative construction agreement related to CP 2019-2, Grand Rapids-Cohasset Connection Trail, between the City of Grand Rapids and City of Cohasset.

### **Requested City Council Action**

A motion approving the attached cooperative construction agreement related to CP 2019-2, Grand Rapids-Cohasset Connection Trail, between the City of Grand Rapids and City of Cohasset and authorize the Mayor and City Administrator to sign the agreement.

**CITY OF GRAND RAPIDS  
And  
CITY OF COHASSET  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

**Highway Number:** County Road 63  
**State Aid Project (SAP):** N/A  
**Grand Rapids Proj. Number:** CP 2019-2  
**Cohasset Proj. Number:** \_\_\_\_\_

This Agreement is between City of Grand Rapids, acting through its City Council ("Grand Rapids") and the City of Cohasset acting through its City Council ("Cohasset").

**Recitals**

1.  Grand Rapids and Cohasset have jointly agreed to construct a 10' wide multi-use trail along the south side of County Road 63, from County Road 76 to the Mississippi River (Skallman Bridge); and
2.  Grand Rapids will perform removals, grading, bituminous, concrete, storm sewer, signing, striping and other associated construction improvements upon, along and adjacent to County Road 63, according to City prepared plans, specifications and special provisions; and
3.  Grand Rapids will initially fund the costs of the improvements and associated design and construction engineering covered under this Agreement; and
4.  Cohasset will be responsible for the long term maintenance of the multi-use trail; and

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective date:** This Agreement will be effective on the date Grand Rapids obtains all signatures required.
- 1.2. **Expiration date:** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 3. Maintenance Responsibilities will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, Special Provisions:** Plans, specifications and special provisions designated by the CP 2019-2, when completed, will be on file in the office of the Grand Rapids City Engineer, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits:** Preliminary Schedule "I" (Cost participation and funding breakdown) is on file in the office of the Grand Rapids City Engineer and incorporated into this Agreement by reference.



## 2. Construction by Grand Rapids

- 2.1. **Contract Award:** Grand Rapids will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Bid Documents furnished by City:** Grand Rapids is responsible for all bid documents necessary to advertise, bid and construct the project.
- 2.3. **Direction, Supervision and Inspection of Construction**
  - A. **Supervision and Inspection by the City:** Grand Rapids will direct and supervise all construction activities performed under the construction contract and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
  - B. **Inspection by Cohasset:** Construction covered under this Agreement that is within the city limits of Cohasset will be open to inspection by the City. If Cohasset believes the Grand Rapids construction covered under this Agreement has not been properly performed or that the construction is defective, Cohasset will inform Grand Rapids' authorized representative in writing of those defects. Cohasset will have the exclusive right to determine whether the Grand Rapids contractor has satisfactorily performed the construction covered under this Agreement.
- 2.4. **Performance of Construction Engineering:** Grand Rapids will perform the construction inspection and material inspection for the construction project in the manner currently used by Grand Rapids and in accordance with the following:
  - A. Grand Rapids will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for the contract.
  - B. All inspection, control of materials, and associated documentation for the construction to be performed in accordance with the construction plans, specification, and/or special provisions will be performed by City's engineer assigned to the construction.
  - C. Grand Rapids will make changes in the Project Plans and contract construction, which may include Cohasset participation covered under this Agreement and will enter into any necessary addenda, change orders and supplemental agreements with the City's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. Grand Rapids authorized representative will inform the Cohasset representative of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the Cohasset participation covered under this Agreement and get concurrence from Cohasset, prior to approval of the addenda, change orders and supplemental agreements.
  - D. Cohasset may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with Grand Rapids. If Grand Rapids determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, Grand Rapids will cause the additional work or plan changes to be made.
- 2.5. **Satisfactory Completion of Contract:** Grand Rapids will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.6. **Compliance with Laws, Ordinances, Regulations:** Grand Rapids will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.
  - A. Grand Rapids will obtain all necessary permits to complete the Improvements.

### 3. Maintenance Responsibilities

3.1. **Storm Sewers:** Maintenance and ownership of any storm sewers are as follows:

- A. **Cohasset** – Any storm sewer located within the city limits of Cohasset.
- B. **Grand Rapids** – Any storm sewer located within the city limits of Grand Rapids
- C. Storm sewer outlets that serve both the Cohasset and Grand Rapids storm sewer shall be a shared responsibility.

3.2. **Trail:** Maintenance of any trails are as follows:

- A. **Cohasset** – All trails located on the project.
- B. **Grand Rapids**– None

Maintenance includes but is not limited to; snow and debris removal and any other maintenance activities necessary to perpetuate the walkways in a safe and useable condition. Any long term maintenance projects, such as crack sealing or pavement rehabilitation, shall be cost split based on the breakdown shown on Schedule "I".

3.3. **Additional Drainage:** Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

### 4. Basis of Funding

4.1. **SCHEDULE "I":** The Preliminary SCHEDULE "I" includes all anticipated City participation construction items and the design and construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.

4.2. **Grand Rapids and Cohasset Participation Project Cost and Funding:** Grand Rapids and Cohasset will participate in the following at the amount indicated. The project cost includes all costs associated with the completion of the project.

- A. Cohasset will be responsible for the project costs which include, but are not limited to, those project items labeled as City of Cohasset and on the Preliminary SCHEDULE "I".

### 5. Project Costs

5.1. **Cohasset Costs:** \$171,642 is the City's estimated share of the costs of the contract construction labeled as City of Cohasset and shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and construction contract unit prices.

5.2. **Conditions of Payment by Cohasset:** Grand Rapids will invoice Cohasset for all costs incurred to date for items covered by Cohasset. Cohasset will pay the City within 30 days of receipt of the invoice.

### 6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**6.1. Grand Rapid's Authorized Representative will be:**

Name/Title: Matt Wegwerth, Public Works Director / City Engineer (or successor)  
Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744  
Telephone: (218) 326-7625  
Fax: (218) 326-7621  
E-Mail: mwegwerth@ci.grand-rapids.mn.us

**6.2. Cohasset's Authorized Representative will be:**

Name/Title: Max Peters, Director of City Operations (or successor)  
Address: 305 Northwest 1<sup>st</sup> Avenue, Cohasset, MN 55721  
Telephone: (218) 328-6225  
E-Mail: maxp@cohasset-mn.com

**7. Assignment; Amendments; Waiver; Contract Complete**

- 7.1. *Assignment:*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. *Amendments:*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. *Waiver:*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. *Contract Complete:*** This Agreement contains all prior negotiations and agreements between the Grand Rapids and Cohasset. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability; Worker Compensation Claims; Insurance**

- 8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grand Rapids and Cohasset. Notwithstanding the foregoing, Grand Rapids will indemnify, hold harmless, and defend Cohasset against any claims, causes of actions, damages, costs, (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 8.3.** To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

## **9. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## **10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## **11. Government Data Practices**

Grand Rapids and Cohasset, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grand Rapids and Cohasset under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Grand Rapids or Cohasset.

## **12. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

## **13. Termination.**

**13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

## **14. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**CITY OF GRAND RAPIDS**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: \_\_\_\_\_  
(Mayor of Grand Rapids)

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

By: \_\_\_\_\_  
(City Clerk)

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

By: \_\_\_\_\_  
(City Administrator)

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

**CITY OF COHASSET**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: \_\_\_\_\_  
(Mayor of Cohasset)

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

By: \_\_\_\_\_  
(City Clerk)

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

By: \_\_\_\_\_  
(Director of City Operations)

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

LINE NO.	ITEM NO.	DESCRIPTION	UNITS	BID		
				UNIT PRICE	TOTAL QUANTITY	
1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$8,100.00	1	\$8,100.00
2	2021.501	MOBILIZATION	LUMP SUM	\$20,647.00	1	\$20,647.00
3	2101.501	CLEARING AND GRUBBING	LUMP SUM	\$450.00	1	\$450.00
4	2101.505	CLEARING (P)	ACRE	\$3,200.00	0.18	\$576.00
5	2101.505	GRUBBING (P)	ACRE	\$3,200.00	0.18	\$576.00
6	2101.524	CLEARING	TREE	\$145.00	5	\$725.00
7	2101.524	GRUBBING	TREE	\$225.00	5	\$1,125.00
8	2104.502	SALVAGE SIGN TYPE C	EACH	\$40.00	5	\$200.00
9	2104.503	REMOVE CONCRETE CURB	LIN FT	\$14.00	15	\$210.00
10	2104.503	REMOVE METAL APRON	EACH	\$65.00	2	\$130.00
11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.40	367	\$880.80
12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$6.00	4	\$24.00
13	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.00	104	\$520.00
14	2104.607	SALVAGE RANDOM RIPRAP	CU YD	\$31.00	16	\$496.00
15	2105.504	GEOTEXTILE FABRIC TYPE 4	SQ YD	\$2.25	100	\$225.00
16	2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	\$1.75	1450	\$2,537.50
17	2105.507	COMMON EXCAVATION (P)	CU YD	\$5.00	1889	\$9,445.00
18	2105.507	SUBGRADE EXCAVATION	CU YD	\$12.00	400	\$4,800.00
19	2105.507	SELECT GRANULAR BORROW (CV)	CU YD	\$21.00	400	\$8,400.00
20	2105.507	MUCK EXCAVATION	CU YD	\$16.50	575	\$9,487.50
21	2105.507	GRANULAR BORROW (CV)	CU YD	\$21.00	3387	\$71,127.00
22	2105.607	CRUSHED ROCK	CU YD	\$45.00	20	\$900.00
23	2112.519	SUBGRADE PREPARATION	RD ST	\$140.00	39.38	\$5,513.20
24	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	\$36.00	17	\$612.00
25	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$46.50	810	\$37,665.00
26	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$52.00	370	\$19,240.00
27	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$84.00	685	\$57,540.00
28	2501.502	15" GS PIPE APRON	EACH	\$695.00	4	\$2,780.00
29	2501.502	18" GS PIPE APRON	EACH	\$780.00	8	\$6,240.00
30	2501.502	15" RC PIPE APRON	EACH	\$2,075.00	1	\$2,075.00
31	2501.502	18" RC PIPE APRON	EACH	\$2,255.00	1	\$2,255.00
32	2501.603	15" CS PIPE CULVERT	LIN FT	\$33.75	75	\$2,531.25
33	2503.503	18" CS PIPE CULVERT	LIN FT	\$38.25	344	\$13,158.00
34	2503.503	15" RC PIPE SEWER	LIN FT	\$53.00	27	\$1,431.00
35	2503.503	18" RC PIPE SEWER	LIN FT	\$57.50	53	\$3,047.50
36	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$360.00	2	\$720.00
37	2506.502	CASTING ASSEMBLY	EACH	\$925.00	3	\$2,775.00
38	2506.502	CONST DRAINAGE STRUCTURE DESIGN H	EACH	\$1,825.00	1	\$1,825.00
39	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$2,900.00	2	\$5,800.00
40	2506.602	SEAL CATCH BASIN	EACH	\$275.00	3	\$825.00
41	2511.507	RANDOM RIPRAP CLASS III	CU YD	\$95.00	20	\$1,900.00
42	2521.518	6" CONCRETE WALK	SQ FT	\$15.00	671	\$10,065.00
43	2531.503	CONCRETE CURB & GUTTER DESIGN D412	LIN FT	\$45.00	36	\$1,620.00
44	2531.618	TRUNCATED DOMES	SQ FT	\$50.00	163	\$8,150.00
45	2554.502	END TREATMENT - TANGENT TERMINAL	EACH	\$2,800.00	7	\$19,600.00
46	2554.503	TRAFFIC BARRIER DESIGN 8338	LIN FT	\$20.75	2368	\$49,136.00
47	2557.503	WIRE FENCE DESIGN 48-9322	LIN FT	\$18.65	1000	\$18,650.00
48	2563.601	TRAFFIC CONTROL	LUMP SUM	\$5,100.00	1	\$5,100.00
49	2564.502	INSTALL SIGN TYPE C	EACH	\$130.00	5	\$650.00
50	2564.518	SIGN PANEL TYPE C	SQ FT	\$69.00	47.25	\$3,260.25
51	2571.524	CONIFEROUS TREE 5' HT B&B	TREE	\$450.00	9	\$4,050.00
52	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$3,500.00	1	\$3,500.00
53	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$210.00	14	\$2,940.00
54	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$4.50	1000	\$4,500.00
55	2573.503	SILT FENCE, TYPE MS	LIN FT	\$2.75	2900	\$7,975.00
56	2574.507	COMMON TOPSOIL BORROW	CU YD	\$15.00	1049	\$15,735.00
57	2574.508	FERTILIZER TYPE 3	POUND	\$3.00	260	\$780.00
58	2575.505	MOWING	ACRE	\$300.00	2.6	\$780.00
59	2575.505	SEEDING	ACRE	\$900.00	1.3	\$1,170.00
60	2575.505	SEED MIXTURE 36-311	POUND	\$45.00	30	\$1,350.00
61	2575.505	SEED MIXTURE 33-361	POUND	\$35.00	15	\$525.00
62	2575.505	WEED SPRAYING	ACRE	\$700.00	0.7	\$490.00
63	2575.506	WEED SPRAY MIXTURE	GALLON	\$125.00	0.4	\$50.00
64	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	\$1.70	5070	\$8,619.00
65	2575.523	WATER	10KGAL	\$500.00	1.04	\$520.00
66	2575.601	EROSION CONTROL	LUMP SUM	\$3,000.00	1	\$3,000.00
67	2582.503	6" SOLID LINE MULTI COMP	LIN FT	\$6.50	330	\$2,145.00

**ESTIMATED CONSTRUCTION COST      \$483,875.00**

<b>Project Cost</b>	
CONSTRUCTION COST	\$483,875
10% CONTINGENCY	\$48,388
ENGINEERING	\$96,775
LEGAL/PUBLISHING/EASE	\$5,000
ADMINISTRATION	\$9,678
COST OF ISSUANCE	\$19,355
WETLANDS	\$4,241
EASEMENTS	\$8,759
RAILROAD PERMITTING	\$10,000
<b>Total Project Cost</b>	<b>\$686,070</b>

<b>Project Funding</b>	
DNR Trails Grant	\$150,000
IRRRB Regional Trails Grant	\$250,000
Cohasset (60%)	\$171,642
Grand Rapids (40%)	\$114,428
<b>Total Project Cost</b>	<b>\$686,070</b>



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0336      **Version:** 1      **Name:** Horn Bridge contract with LHB  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 5/21/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider approving a contract with LHB for the design and construction engineering work associated with the Horn Bridge Maintenance Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [LHB Horn Bridge Contract](#)  
[180568 20190520 Prime Agmt-GrandRapids](#)

Date	Ver.	Action By	Action	Result
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Consider approving a contract with LHB for the design and construction engineering work associated with the Horn Bridge Maintenance Project.

**Background Information:**

The scope of this project includes the sealing of the existing deck and repairs to the joints at the ends of the bridge and over the piers. The goal of this project is to extend the life of the bridge until a comprehensive bridge preservation project is in place. Additionally, the annual inspection of the bridge is included in the proposal. Total estimated cost is \$26,219.50.

**Staff Recommendation:**

City staff is recommending approving a contract with LHB for the design and construction engineering work associated with the Horn Bridge Maintenance Project.

**Requested City Council Action**

A motion approving a contract with LHB for the design and construction engineering work associated with the Horn Bridge Maintenance Project.



May 13, 2019

Matt Wegwerth, PE  
City Engineer  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

**HORN BRIDGE MAINTENANCE PROJECT  
FEE ESTIMATE FOR DESIGN AND CONSTRUCTION ADMINISTRATION**

Matt,

LHB is pleased to submit the attached fee proposal for design and construction engineering work associated with the Horn Bridge Maintenance Project. In general, the scope of the project is assumed to be flood seal of the existing concrete deck on the Horn Bridge and repair and reseal of the deck contraction joints. The goal of the project is to reduce the rate of delamination of the in-place low slump concrete wearing course and prolong its life until a larger more comprehensive bridge preservation project can be planned in the future (five to ten years).

In developing our proposal, we had the following specific assumptions:

1. Construction will be performed under traffic (staged), with traffic down to one lane each way during each stage of the work.
2. Scope will include MMA flood seal on driving surface and repairs to the joints at the ends of the bridge and over the piers. Sidewalk cracks, concrete barrier refinishing etc. will be addressed under a future larger bridge preservation project.
3. Inspection and field assessment will be conducted in June of 2019 and plans will be developed in time for a July advertisement, with construction intended to be complete prior to the start of the school year to minimize traffic conflicts etc.
4. Construction duration is assumed at 4-5 weeks, allowing for proper cure of patches along the joints in each of the two stages.
5. The Mn/DOT Routine Bridge Inspection will be approved and submitted to Mn/DOT by the end of July 2019.
6. Construction inspection services are assumed to be part time, with an inspector on site at key times during the work to help ensure the intent of the contract documents are followed.



7. As the project will utilize few construction materials, no construction materials testing services are included. It is proposed that any necessary materials testing responsibilities will be written into the special provisions as a responsibility of the successful contractor.

We appreciate the opportunity to assist you with your bridge maintenance, construction and inspection program and look forward to a successful project. If you should have any questions or concerns, please do not hesitate to call. I can be reached at 218-279-2456. Thank you.

LHB

A handwritten signature in black ink, appearing to read "Jon W. Sitter". The signature is written in a cursive, flowing style.

JON W. SITTER, PE – BRIDGE GROUP LEADER

c: LHB File #180568

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2019 FEE ESTIMATE WORKSHEET  
LHB Labor Summary

Project Name **Horn Bridge Plans, CA and Routine Inspection**  
Client **City of Grand Rapids**  
Preparer **JWS**

Project Number **180568**  
Date **May 13, 2019**



Project Breakdown Task Description	P1	P2	P4	P7	P8	P12	T3	T4	T6	T9	T10	T11	T12	Total Labor Costs (\$)
	Project Principal	Profess. Eng.	Profess. Eng.	Profess. Eng.	Profess. Eng.	Profess. Eng.	Senior Tech.	Senior Tech.	Lead Tech.	Inter. Tech.	Tech.	Tech.	Tech.	
	\$ 225	\$ 195	\$ 160	\$ 130	\$ 120	\$ 95	\$ 110	\$ 100	\$ 90	\$ 75	\$ 70	\$ 65	\$ 60	
<b>Project Development &amp; Coordination</b>														
Gather Information, Previous Plans etc								2						\$ -
Finalize Scope and Details			2											\$ 200.00
Special Provisions (Division SB)			5											\$ 320.00
Engineers Estimate			3											\$ 800.00
Bidding Assistance, Contractor Questions etc.			1											\$ 480.00
<b>Bridge Design &amp; Plans</b>														
Title Sheet								1						\$ 160.00
General Plan & Elevation, Scoping			2					8						\$ 1,120.00
SEQ & Construction Notes			2					8						\$ 1,120.00
Crack Sealing & Miscellaneous Details			2					6						\$ 920.00
Pavement Joint Details			1					4						\$ 560.00
Traffic Control Plans (Staged Construction)			2					12						\$ 1,520.00
As-Built Bridge Data								1						\$ 100.00
<b>Horn Bridge Annual Routine Inspection</b>														
Bridge Safety Inspection & Field Assessment for Plans			10											\$ -
SIMS Data & Updates			2											\$ 1,600.00
<b>Construction Administration</b>														
Preconstruction Conference			5				5							\$ 320.00
On Site Inspection (4 Wks, 24 Hrs/ Wk Incl. Travel)			8				96							\$ 1,350.00
Quantity Tracking, Documentation, Payment Rec.			2				12							\$ 11,840.00
Communication, Contract Changes etc.			1				3							\$ 1,640.00
<b>Total Hours</b>														
	-	-	48	-	-	-	116	42	-	-	-	-	-	\$ -
Travel Expenses	Qty	Rate	Cost	Other Direct Expenses				Cost		Labor Cost				\$ 24,640.00
Travel to Horn Bridge for Routine Inspection	180	\$ 0.59	\$ 105.30	Mail / Delivery						Travel Costs				\$ 1,579.50
Travel to Horn Bridge for Construction (13 Trips)	2340	\$ 0.59	\$ 1,368.90	Printing						Direct Costs				\$ -
Travel for Preconstruction Conference	180	\$ 0.585	\$ 105.30	Other										
		\$ -	\$ -							Subconsultants 1				
		\$ -	\$ -							Subconsultants 2				
		\$ -	\$ -							Subconsultants 3				
		\$ -	\$ -							Subconsultants 4				
<b>Total Travel Costs</b>			<b>\$ 1,579.50</b>	<b>Total Direct Costs</b>				<b>\$ -</b>		<b>Total Estimated Cost</b>				<b>\$ 26,219.50</b>



PERFORMANCE  
DRIVEN DESIGN.  
LHBcorp.com

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CLIENT AND LHB**

This Agreement, effective Month Day, Year by and between City of Grand Rapids, Minnesota, 420 North Pokegama Avenue, Grand Rapids, MN 55744, hereinafter referred to as the "Client," and LHB, Inc., a Minnesota corporation, 21 West Superior Street, Suite 500, Duluth, MN 55802, hereinafter referred to as "LHB," is in response to the following:

- A. Client desires to have certain services done for it in connection with the Horn Bridge Maintenance project in Grand Rapids, Minnesota, hereinafter referred to as the "Project."
- B. LHB is able and willing to perform the services.

In consideration of the mutual covenants and agreements contained herein, Client and LHB hereby agree as follows:

**I. SCOPE OF SERVICES**

The services to be provided by LHB include engineering design, bidding assistance, inspection services, and construction administration assistance. Attachments, if any, further describe the Services.

**II. COMPENSATION**

Compensation for LHB's services shall be on an hourly basis, including reimbursable expenses, for an estimated Twenty-Six Thousand Two Hundred Twenty Dollars (\$26,220).

This Agreement, including the attached Terms and Conditions, represents the entire Agreement between the parties and supersedes all prior written or oral representations. This Agreement may be amended only by a written instrument executed by both parties.

Client and LHB have caused this Agreement to be executed as of the date first shown above.

**CITY OF GRAND RAPIDS, MINNESOTA**

**LHB, INC.**

By: \_\_\_\_\_  
(Signature)

By: Jon W. Siiter  
(Signature)

Its: \_\_\_\_\_  
(Title)

Its: Structural Engineering Leader  
(Title)

Name: \_\_\_\_\_  
(Printed Name)

Name: Jon W. Siiter  
(Printed Name)

21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
324 Garfield Street South		Cambridge, MN 55008		763.689.4042
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902

# CLIENT AND LHB TERMS AND CONDITIONS

## **1. GENERAL CONDITIONS**

The laws of the State of Minnesota shall govern this Agreement. Any provision of this Agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

LHB shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. LHB shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The parties acknowledge that additional Project costs may result due to omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by LHB.

LHB shall neither have control over, or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work performed by any Contractors for this Project, since these are solely the Contractor's rights and responsibilities.

Any evaluation of Client's budget for the Project, the preliminary estimate of the Cost of the Work, and any updated estimates prepared by LHB, represent LHB's professional judgment. It is recognized that LHB does not have control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices, or control over market conditions. Accordingly, LHB does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate prepared by LHB.

If construction administration services are included, LHB, as a representative of Client, shall visit the site as agreed to by Client and LHB in this Agreement, to become generally familiar with the progress and quality of the work and to determine if the work in general is being performed in accordance with the drawings and specifications. LHB shall not be expected, nor required, to perform construction administration services beyond those specifically described in this Agreement and its attachments, nor to make exhaustive or continuous onsite inspections to check the quality or quantity of work.

Each party binds themselves and their successors to this Agreement. Neither Client nor LHB shall assign this Agreement without the written consent of the other party. Use of sub-consultants normally contemplated by LHB shall not be considered an assignment for purposes of this Agreement. No one will be a third-party beneficiary to the Agreement.

## **2. CLIENT RESPONSIBILITIES**

Client shall provide full information on the requirements for the project.

Client shall provide to LHB, in writing, information known regarding existing conditions. The information will include, as appropriate to the work: plans, topographic surveys, property line surveys, soil data including borings, reports from regulatory agencies, and prior reports and analyses. LHB shall be entitled to rely upon the information provided.

Client warrants to LHB that any documents provided by Client do not infringe upon the intellectual property rights held by another and will indemnify and defend LHB against any claims of infringement.

Client shall designate a representative, if other than the individual who executes this Agreement, who is authorized to act on Client's behalf to provide requested information and to make timely decisions regarding the Project.

All structures are subject to environmental exposures and require regular monitoring and maintenance to prevent deterioration. Such monitoring and maintenance is the sole responsibility of Client. If routine inspections and maintenance of the Project are not properly performed, damage to the structures may occur and LHB cannot be held responsible for any resultant damage.

## **3. CONFIDENTIALITY**

LHB agrees to keep confidential and not to disclose to any person or entity, other than LHB employees and/or subconsultants retained by LHB for the Project, any data or information furnished by Client that is marked in writing as confidential.

These provisions shall not apply to data or information, in whatever form, that: (1) is in the public domain; (2) is in the possession of LHB prior to this engagement; (3) is independently made available as a matter of right to LHB by a third party without obligation of secrecy; (4) is reasonably necessary for LHB to defend itself from any legal action or claim; (5) is required to be disclosed by statute, code, regulation, subpoena or other process of law.

Notwithstanding other provisions outlined above, Client shall make no request of LHB that, in the reasonable opinion of LHB, would be contrary to LHB's professional responsibilities to protect the public. Client agrees to take no action against or attempt to hold LHB liable in any way for, carrying out what LHB reasonably believes to be its public responsibility.

## **4. USE OF LHB'S DOCUMENTS**

The documents ("Documents") prepared by LHB, including Documents in electronic format, are solely for use with respect to this Project. All Documents, including drawings and specifications prepared or furnished by LHB pursuant to this Agreement, are the instruments of service to the Project, and LHB shall retain all common law, statutory and other reserved rights, including copyright. LHB grants Client a nonexclusive license to use the Documents solely for purposes of constructing, using,

## CLIENT AND LHB TERMS AND CONDITIONS

maintaining and altering the Project, so long as Client performs its obligations under this Agreement, including prompt payment of all sums when due. This license will terminate immediately upon a breach of this Agreement by Client.

If LHB's Documents are modified or otherwise altered by Client, a subsequent design professional, or any other party at Client's direction, Client agrees to indemnify, defend and hold LHB harmless for any claims, demands, damages or causes of action to the extent caused by such modification or alteration.

If Client requests Documents in electronic format they will be limited to those used for bidding. Unless designated as record drawings, Client is responsible to account for any subsequent changes made to the Project during bidding by addendum, during construction by change order, or changes otherwise made by Contractor. Client will indemnify and hold harmless LHB from all claims caused by Client's use of the electronic Documents.

### **5. PAYMENT TERMS**

Payments are due upon receipt of LHB's invoice. Amounts unpaid thirty (30) days from the date of LHB's invoice shall bear interest at the rate of eight percent (8%) per annum or 0.67% per month on the unpaid balance.

If it is necessary to enforce collection on any amount past due under this Agreement, Client shall reimburse LHB for all legal and other reasonable costs related thereto, including, but not limited to, attorney's fees, court costs, expert witness fees, professional and administrative time at regular hourly rates, and other collection costs.

### **6. CHANGE IN WORK SCOPE**

If a change in the work is the result of a required item or component of the Project omitted from the documents, Client shall be responsible for the cost required to add such an item or component to the Project, if such item or component would have been required and included in the original documents. LHB is not responsible for costs to the Project that provide an upgrade or enhances the value of the Project.

If there is a material change in the circumstances or conditions that affect the scope of work, compensation, schedule, allocation of risks, or other material terms of this

Agreement, LHB shall notify Client and Client and LHB shall promptly, and in good faith, enter into negotiation to address the changed conditions, including equitable adjustment to LHB's compensation. In establishing fees for any additional services to be performed, LHB shall utilize the attached rate sheet.

### **7. DISPUTE RESOLUTION**

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute, or other matter in question has arisen. No demand for mediation shall be made after the date when the legal or equitable proceedings, based upon such a claim, dispute, or other matter in question, would have been barred by an applicable statute of limitation.

### **8. TERMINATION**

In the event of substantial failure by one party, through no fault of the terminating party, to perform in accordance with the terms of this Agreement, this Agreement, and the obligation to provide further services under this Agreement, may be terminated by either party upon giving seven (7) calendar days written notice.

In the event of termination not the fault of LHB, LHB shall be compensated for all services performed and reimbursable expenses incurred prior to termination.

### **9. CONSEQUENTIAL DAMAGES**

LHB and Client waive consequential damages for claims, disputes, or other matters in question arising out of, or relating to, this Project or Agreement.

### **10. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Client agrees to limit LHB's liability for Client's damages to the sum of Fifty Thousand Dollars (\$50,000) or LHB's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

### **11. ATTACHMENTS**

The following documents are attached and made an integral part of this Agreement.

1. Scope of Work Assumptions
2. Fee Estimate Worksheet

Q:\18Proj\180568\100 Financial\102 Agreements\Drafts\180568 20190520 Prime Agmt-GrandRapids.docx



May 13, 2019

Matt Wegwerth, PE  
City Engineer  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

**HORN BRIDGE MAINTENANCE PROJECT  
FEE ESTIMATE FOR DESIGN AND CONSTRUCTION ADMINISTRATION**

Matt,

LHB is pleased to submit the attached fee proposal for design and construction engineering work associated with the Horn Bridge Maintenance Project. In general, the scope of the project is assumed to be flood seal of the existing concrete deck on the Horn Bridge and repair and reseal of the deck contraction joints. The goal of the project is to reduce the rate of delamination of the in-place low slump concrete wearing course and prolong its life until a larger more comprehensive bridge preservation project can be planned in the future (five to ten years).

In developing our proposal, we had the following specific assumptions:

1. Construction will be performed under traffic (staged), with traffic down to one lane each way during each stage of the work.
2. Scope will include MMA flood seal on driving surface and repairs to the joints at the ends of the bridge and over the piers. Sidewalk cracks, concrete barrier refinishing etc. will be addressed under a future larger bridge preservation project.
3. Inspection and field assessment will be conducted in June of 2019 and plans will be developed in time for a July advertisement, with construction intended to be complete prior to the start of the school year to minimize traffic conflicts etc.
4. Construction duration is assumed at 4-5 weeks, allowing for proper cure of patches along the joints in each of the two stages.
5. The Mn/DOT Routine Bridge Inspection will be approved and submitted to Mn/DOT by the end of July 2019.
6. Construction inspection services are assumed to be part time, with an inspector on site at key times during the work to help ensure the intent of the contract documents are followed.

7. As the project will utilize few construction materials, no construction materials testing services are included. It is proposed that any necessary materials testing responsibilities will be written into the special provisions as a responsibility of the successful contractor.

We appreciate the opportunity to assist you with your bridge maintenance, construction and inspection program and look forward to a successful project. If you should have any questions or concerns, please do not hesitate to call. I can be reached at 218-279-2456. Thank you.

LHB

A handwritten signature in black ink, appearing to read "Jon W. Sitter". The signature is written in a cursive, flowing style.

JON W. SITTER, PE – BRIDGE GROUP LEADER

c: LHB File #180568

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2019 FEE ESTIMATE WORKSHEET  
LHB Labor Summary

Project Name **Horn Bridge Plans, CA and Routine Inspection**  
Client **City of Grand Rapids**  
Preparer **JWS**

Project Number **180568**  
Date **May 13, 2019**



Project Breakdown Task Description	P1	P2	P4	P7	P8	P12	T3	T4	T6	T9	T10	T11	T12	Total Labor Costs (\$)
	Project Principal	Profess. Eng.	Profess. Eng.	Profess. Eng.	Profess. Eng.	Profess. Eng.	Senior Tech.	Senior Tech.	Lead Tech.	Inter. Tech.	Tech.	Tech.	Tech.	
	\$ 225	\$ 195	\$ 160	\$ 130	\$ 120	\$ 95	\$ 110	\$ 100	\$ 90	\$ 75	\$ 70	\$ 65	\$ 60	
<b>Project Development &amp; Coordination</b>														\$ -
Gather Information, Previous Plans etc								2						\$ 200.00
Finalize Scope and Details			2											\$ 320.00
Special Provisions (Division SB)			5											\$ 800.00
Engineers Estimate			3											\$ 480.00
Bidding Assistance, Contractor Questions etc.			1											\$ 160.00
														\$ -
<b>Bridge Design &amp; Plans</b>														\$ -
Title Sheet								1						\$ 100.00
General Plan & Elevation, Scoping			2					8						\$ 1,120.00
SEQ & Construction Notes			2					8						\$ 1,120.00
Crack Sealing & Miscellaneous Details			2					6						\$ 920.00
Pavement Joint Details			1					4						\$ 560.00
Traffic Control Plans (Staged Construction)			2					12						\$ 1,520.00
As-Built Bridge Data								1						\$ 100.00
														\$ -
<b>Horn Bridge Annual Routine Inspection</b>														\$ -
Bridge Safety Inspection & Field Assessment for Plans			10											\$ 1,600.00
SIMS Data & Updates			2											\$ 320.00
														\$ -
<b>Construction Administration</b>														\$ -
Preconstruction Conference			5				5							\$ 1,350.00
On Site Inspection (4 Wks, 24 Hrs/ Wk Incl. Travel)			8				96							\$ 11,840.00
Quantity Tracking, Documentation, Payment Rec.			2				12							\$ 1,640.00
Communication, Contract Changes etc.			1				3							\$ 490.00
														\$ -
														\$ -
														\$ -
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														\$ -
<b>Total Hours</b>	-	-	48	-	-	-	116	42	-	-	-	-	-	\$ -
<b>Travel Expenses</b>	Qty	Rate	Cost	<b>Other Direct Expenses</b>			Cost	<b>Labor Cost</b>						\$ 24,640.00
Travel to Horn Bridge for Routine Inspection	180	\$ 0.59	\$ 105.30	Mail / Delivery				Travel Costs						\$ 1,579.50
Travel to Horn Bridge for Construction (13 Trips)	2340	\$ 0.59	\$ 1,368.90	Printing				Direct Costs						\$ -
Travel for Preconstruction Conference	180	\$ 0.585	\$ 105.30	Other										
		\$ -	\$ -								Subconsultants 1			
		\$ -	\$ -								Subconsultants 2			
		\$ -	\$ -								Subconsultants 3			
		\$ -	\$ -								Subconsultants 4			
<b>Total Travel Costs</b>			\$ 1,579.50	<b>Total Direct Costs</b>			\$ -	<b>Total Estimated Cost</b>						\$ 26,219.50





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	19-0334	<b>Version:</b>	1	<b>Name:</b>	Approve the eligibility list for Firefighter Trainee and appoint two candidates to the City of Grand Rapids Fire Department.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Administration Department
<b>File created:</b>	5/20/2019	<b>In control:</b>			City Council
<b>On agenda:</b>	5/28/2019	<b>Final action:</b>			
<b>Title:</b>	Approve the eligibility list for Firefighter Trainee and appoint two candidates to the City of Grand Rapids Fire Department.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Approve the eligibility list for Firefighter Trainee and appoint two candidates to the City of Grand Rapids Fire Department.

### **Background Information:**

At the January 28, 2019 City Council meeting, the Council approved the Grand Rapids Fire Department to advertise for and establish an eligibility list for the position of Firefighter Trainee for the City of Grand Rapids. After successful completion by the candidates of a written and physical agility test, oral interviews were conducted with them on May 21, 2019. The interview committee consisting of John Linder, Shawn Graeber, Bruce Baird, and Andy Horton is recommending that we place three candidates on an eligibility list for a period of one year or at the Fire Chief's discretion.

The Fire Chief has reviewed the eligibility list and once the City Council has approved the recommended appointment(s), background checks, drug screening, physical and psychological testing will begin. The Fire Chief is recommending placing Samuel Karkela and Aaron Locken on the roster as Firefighter Trainees subject to successful completion of the aforementioned items.

### **Staff Recommendation:**

The Interview Committee, along with Fire Chief Travis Cole, is recommending the following be place on an eligibility list (in alphabetical order):

1. Samuel Karkela
2. Aaron Locken
3. Nathan Thompson

### **Requested City Council Action**

Make a motion to approve the eligibility list for the position of Firefighter Trainee and appoint Samuel Karkela and Aaron Locken to the vacant positions on the City of Grand Rapids Fire Department subject to conditions effective immediately.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0349      **Version:** 1      **Name:** Human Rights Appointment  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 5/24/2019      **In control:** City Council  
**On agenda:** 5/28/2019      **Final action:**  
**Title:** Consider appointment to the Human Rights Commission.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Erickson, Angella.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider appointment to the Human Rights Commission.

### **Background Information:**

The Human Rights Commission currently has an opening with an unexpired term through March 1, 2020. Staff has advertised and one application has been submitted by Angella Erickson. The application has been attached for review.

### **Requested City Council Action**

Make a motion appointing applicant to the Human Rights Commission to fill an unexpired term through March 1, 2020.



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

## APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
City Administration Office  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
218-326-7600

**Personal Information:**

Name: Angella Erickson	Date: 5.16.2019
Address: 22375 County Rd. 560, Goodland MN 55742	Day Phone: 612-616-9966
Employer: North Homes Children and Family Services	Evening Phone: 612-616-9966
Occupation: Development Manager	E-Mail: angie.erickson@northhomes.org

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

<input type="checkbox"/> Golf Course Board	<input type="checkbox"/> Police Community Advisory Board
<input type="checkbox"/> Library Board	<input type="checkbox"/> Economic Development Authority
<input type="checkbox"/> Public Utilities Commission	<input type="checkbox"/> Housing & Redevelopment Auth.
<input type="checkbox"/> Planning Commission	<input checked="" type="checkbox"/> Human Rights Commission
<input type="checkbox"/> Arts & Cultural Commission	<input type="checkbox"/> Parks, Recreation & Civic Center Board

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?)

I believe my work and volunteer experience would help me to be an effective member on the Human Rights Commission. As a youth counselor, than program coordinator with the YWCA Minneapolis, I had a lot of experience building new and maintaining existing relationships in a variety of capacities - from working youth and their families, to community partners, and connecting to major donors and funders. The work that I did was guided by the YWCA mission "to empower women and girls, and eliminate racism". The mission of the YWCA fueled my commitment to my work, and supported my decision making as a program coordinator.

I have extensive training experience in both my previous and current employment position - much of which has been structured around inclusion, equality, and privilege. In my volunteer work, I also focused on social justice and reproductive justice initiatives. I volunteered with Our Justice (formerly Pro-Choice Resources), supporting fundraising and advocacy efforts related to Reproductive Justice.

How did you become interested in serving on a Board or Commission?

I felt inspired to apply to the Human Rights Commission based on my experience with the YWCA Minneapolis and wanting to continue to do work that strives to promote dignity, respect, and equity for all. One of the strengths that I see in serving on a commission in our community is that we are a smaller community - where even small impacts can sometimes have a great impact on better serving and meeting the needs of our members. As a returning resident, I am excited to find opportunities to be more engaged and intentional in my community.

(over)

**Date Authorization:**

If appointed, I, Angella Erickson, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # 612-616-9966 Home email ericksonangella@gmail.com

Work address 303 SE 1st Street, Grand Rapids MN 55744 Work Phone# 218-301-3017

Work email angie.erickson@northhomes.org Cell Phone # 612-616-9966

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

5.16.2019  
Date

  
Signature



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	19-0331	<b>Version:</b>	1	<b>Name:</b>	Conduct a public hearing to consider the vacation of a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.
<b>Type:</b>	Public Hearing	<b>Status:</b>		<b>Status:</b>	Public Hearing
<b>File created:</b>	5/20/2019	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/28/2019	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Conduct a public hearing to consider the vacation of a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">South Vacation Request: Area Maps &amp; Plat Map</a> <a href="#">South Vacation Request: Review comments</a> <a href="#">South Vacation Request: Application/Petition</a>				

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to consider the vacation of a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.

### **Background Information:**

Stanton and Sandra South submitted a valid petition, on April 8, 2019 requesting the vacation of the following described public right-of-way:

*N/S alley LYG between Lots 15 and 16, Block 3, Remer-DeSchepper Addition to Grand Rapids, Itasca County, Minnesota.*

Mr. and Mrs. South are the owners of Lots 15-18, Block 3, Remer- DeSchepper Addition. Lots 16, 17, & 18 are contiguous, with Lots 15 & 16 separated by the subject unimproved alley right-of-way.

As stated within the attached Public Vacation Application, if approved, the vacation would allow the South's more options for property development and building/home placement in the future.

As described in the attached email correspondence, the Engineering Department and the Public Works Department support the petitioned vacation.

There were no concerns or objections regarding the petitioned right-of-way vacation from the remaining members of the staff review committee which consists of the Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.

On May 2, 2019 the Planning Commission formally reviewed the alley right-of-way petitioned for vacation and recommended to the City Council approval of the vacation as requested, based on certain findings of fact, which are incorporated into the draft resolution.

### **Requested City Council Action**

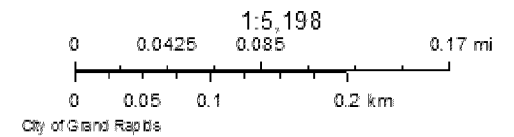
Conduct a public hearing to consider the vacation of a platted alley right-of-way within the Remer-DeSchepper Addition

to Grand Rapids.

# South Alley Vacation Request-Map 1



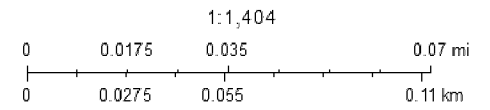
April 24, 2019



# South Alley Vacation Request



April 9, 2019



City of Grand Rapids



# REMER - De SCHEPPER ADDITION to GRAND RAPIDS

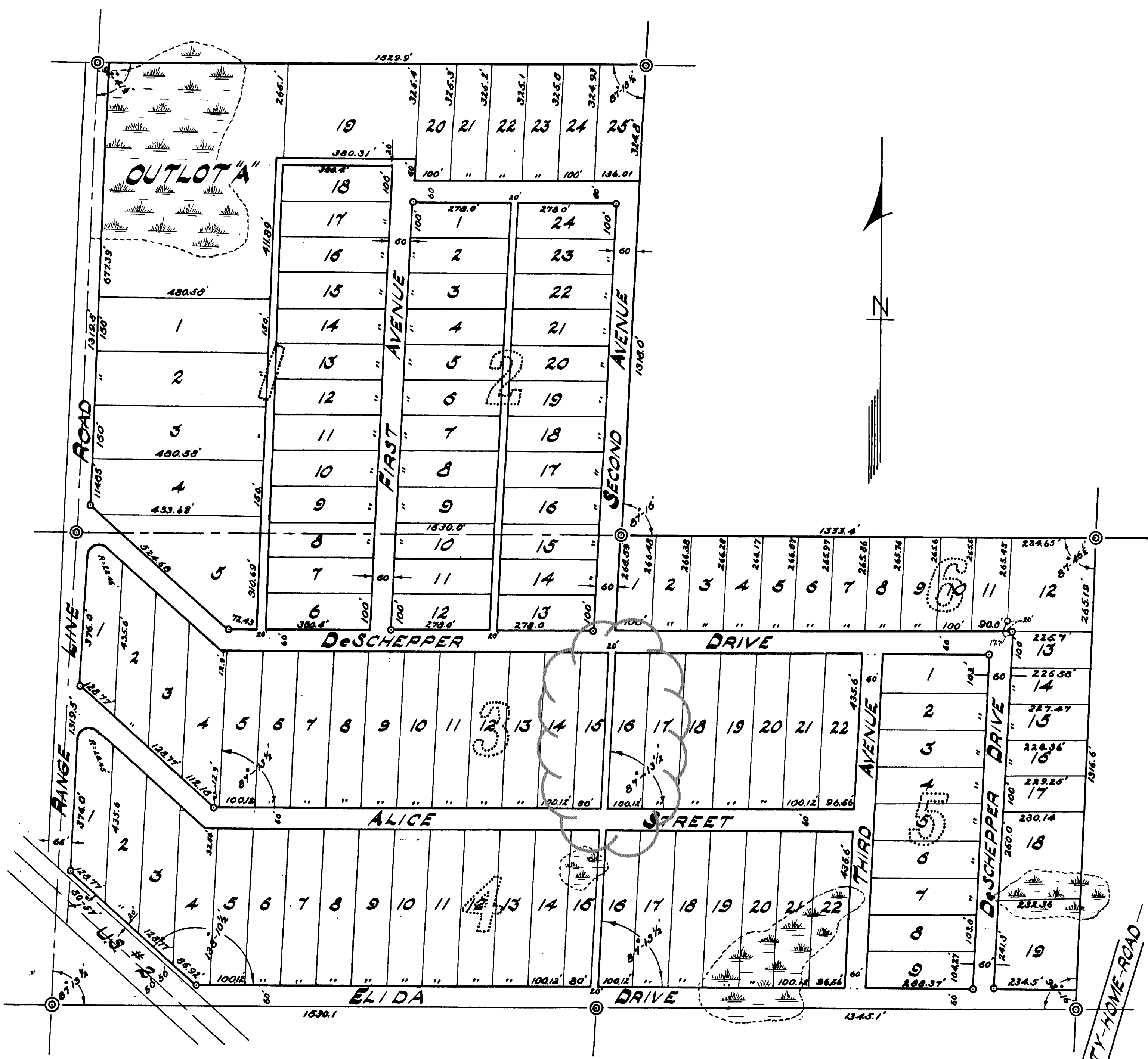
Itasca County, Minnesota

## DEDICATION

Scale: 1" = 200'

GOVERNMENT LOTS 1 AND 2, AND SE 1/4 - NW 1/4, SECTION 18, T. 55 N., R. 25 W. OF 4th P.M.  
July 1952

Sam Benzing, Jr., Surveyor



### Know All Men By These Presents:

That E. E. Remer and Elida Remer, his wife, and Eli DeSchepper and Alice DeSchepper, his wife are the sole owners and proprietors of Government Lots 1 and 2 and the SE 1/4 - NW 1/4, Section 18, T. 55 N., R. 25 W of the 4th P.M. in Itasca County, Minnesota.

And being desirous of platting the same into Blocks, Lots, Streets and Avenues, have caused the same to be surveyed and the annexed plat thereof to be made in accordance with the statutes of this state in such cases made and provided.

NOW THEREFORE, We do hereby ratify and confirm said survey and plat thereof as "REMER-DeSCHEPPER ADDITION TO GRAND RAPIDS", and sign and execute said plat and hereby dedicate to the public use forever, the Streets and Avenues therein delineated, expressly reserving and excepting therefrom, however, all iron ores, metals, minerals, fossils, mineral oils, and mineral paints, on, within or under said land and each and every part thereof, together with the right, license and authority, to enter upon said land to explore for, mine and remove the same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1952.

IN THE PRESENCE OF  
*Ruth Olson*  
*Edw. L. Kalm*

*E. E. Remer*  
*Elida Remer*  
*Eli DeSchepper*  
*Alice DeSchepper*

STATE OF MINNESOTA } ss.  
County of Itasca }

On this 28<sup>th</sup> day of July A. D., 1952, personally appeared before me, E. E. Remer, his wife, and Eli DeSchepper and Alice DeSchepper, his wife, to me well known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

*Oliver W. Camp*  
Notary Public, Itasca County, Minn.  
My commission expires April 17, 1954

STATE OF MINNESOTA } ss.  
County of Itasca }

I, Sam Benzing, Jr., do hereby certify that I am a Registered Land Surveyor of the State of Minnesota; that I have at the request of the proprietors thereof made a careful survey of the property described in the foregoing certificate of the proprietors and have platted the same into Blocks, Lots, Streets and Avenues; that the plat is a correct representation of the survey; that all distances are correctly shown; that monuments for the guidance of future surveys have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on the plat; that there are no wet or swampy lands except as designated; that no public highways or thoroughfares had been laid out, opened, traveled or existed before such platting was done except as are delineated upon said plat.

*Sam Benzing, Jr.*  
Land Surveyor.

Subscribed and sworn to before me this 4<sup>th</sup> day of August A. D., 1952.

*Mary M. Salmi*  
MARY M. SALMI  
NOTARY PUBLIC - Itasca County, Minn.  
My Commission Expires Jan. 15, 1956

This is to certify that on the 4<sup>th</sup> day of August A. D., 1952, I made a careful examination of the annexed plat of "REMER - DeSCHEPPER ADDITION TO GRAND RAPIDS" and found the same to be correct and the said plat is hereby approved.

*Sam Benzing, Jr.*  
Surveyor of Itasca County, Minnesota.

On this 5<sup>th</sup> day of August A. D., 1952, the annexed plat of "REMER - DeSCHEPPER ADDITION TO GRAND RAPIDS" was approved by the Board of County Commissioners of Itasca County, Minnesota, at a regular meeting held at the Court House at Grand Rapids, Minnesota.

*W. A. Swanson*  
Chairman, Board of County Commissioners.  
*B. J. Whaling*  
Auditor, Itasca County, Minnesota.

This is to certify that the taxes on the above described property for the year 1951 are paid this 11<sup>th</sup> day of Aug. A. D. 1952.

*Charles Larson*  
Treasurer of Itasca County, Minnesota.  
*B. J. Whaling*  
Auditor, Itasca County, Minnesota.

This is to certify that on this 11<sup>th</sup> day of August A. D., 1952, there are no unpaid back taxes on the above described property.

*B. J. Whaling*  
Auditor, Itasca County, Minnesota.  
*R. J. Whaling*  
Auditor, Itasca County, Minnesota.

185577

This is to certify that the annexed plat of "REMER - DeSCHEPPER ADDITION TO GRAND RAPIDS" was filed for record in my office on this 11<sup>th</sup> day of AUGUST A. D., 1952.

## Eric Trast

---

**From:** Matt Wegwerth, PE  
**Sent:** Thursday, April 11, 2019 7:52 AM  
**To:** Rob Mattei  
**Cc:** Eric Trast; Jeff Davies  
**Subject:** Petitioned vacation of Alley - Stanton South

Rob,

I have reviewed the petitioned vacation of the public alley between lots 15 and 16, Block 3, Remer-DeSchepper Addition.

Public Works / Engineering has no objections to this request.

Regards,

**Matt Wegwerth, PE**  
City Engineer  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662  
**Office:** 218-326-7625  
**Mobile:** 218-244-1987  
**Fax:** 218-326-7608



**Public Vacation 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

**General Information:**

STANTON & SANDRA SOUTH

Name of Applicant  
1818 NW 5th St

Name of Owner (If other than applicant)

Address  
Grand Rapids MN 55744

Address

City State Zip  
218 259-1758 / STANTONSOUTH@gmail.com

City State Zip

Business Telephone/e-mail address

Business Telephone/e-mail address

Please check which of the following you are applying for:

- Street Vacation       Alley Vacation       Easement Vacation

Provide a legal description of the property to be vacated (for example, the North-South alley adjacent to lots 8-12, block 5, Grand Rapids 5<sup>th</sup> Division). Attach an exhibit and/or electronic file if the legal description is lengthy.

Remain Designated Addition S-18 T-55 R-25  
NORTH-SOUTH UNIMPROVED ALLEY ADJACENT TO LOTS 15 & 16 BLK 3

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]  
 Signature(s) of Applicant(s)

4-8-19  
 Date

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

Date

**APR 08 2019**

Date Received \_\_\_\_\_ Certified Complete 4/8/19 **Office Use Only** Fee Paid 1505.00

Does the boundary of the requested vacation terminate at or abut a public water body:  Yes  No

Planning Commission Recommendation Approved  Denied \_\_\_\_\_

Meeting Date 5/2/19

City Council Action Approved \_\_\_\_\_ Denied \_\_\_\_\_

Meeting Date 5/28/19

Summary of Special Conditions of Approval: \_\_\_\_\_

**Required Submittals:**

Application Fee - \$505.00 \*1

Location Map

Petition for Vacation

Proof of Ownership – (a copy of a property tax statement or deed will suffice)

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

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

- 1. Explain why the proposed vacation would be in the public's best interest. Please refer to the factors being considered by the Planning Commission and City Council that are listed on the final page of this application.

THE PLATTED UNIMPROVED ALLEY HAS NO VALUE AS IS. THE EASEMENT IS NOT NEEDED FOR TRAFFIC, PEDESTRIAN, OR UTILITY PURPOSES. BY VACATING THE SAID PLATTED UNIMPROVED ALLEY THE CITY WILL OPEN UP AN INCREASE OF TAXATION FOR A DEVELOPED LOT WITH IMPROVEMENTS INSTEAD OF JUST RAW LAND.

**Additional Instructions:**

Prior to submitting your Petition for Vacation, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

**Findings for Approval:**

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

- Is the street right-of-way needed for traffic purposes?
- Is the street right-of-way needed for pedestrian purposes?
- Is the street right-of-way needed for utility purposes?
- Would vacating the street right-of-way place additional land on the tax rolls?
- Would vacating the street right-of-way facilitate economic development in the City?

In cases where a street/alley or public right-of-way is adjacent to a public water (lake or river), the City will also give consideration to comments submitted by the Minnesota Department of Natural Resources.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission's review of the vacation. 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.

**Petition for Vacation**

PETITION FOR VACATION OF (PART OF) ALLEY Easement (STREET/ALLEY/EASEMENT) IN THE CITY OF GRAND RAPIDS.

To the City Council of Grand Rapids, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on ALLEY Easement (Street/Alley/Easement), respectfully petition the City Council to vacate the aforesaid (part of) ALLEY Easement (Street/Alley/Easement).

Names (if not owner, describe nature of the interest in this property)

Description of Property

[Signature]  
\_\_\_\_\_  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remer Descherer Addition Lot 15  
Remer Descherer Addition Lot 16  
ll ll  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Received on the 9 day of April, 2019  
[Signature]  
City Clerk

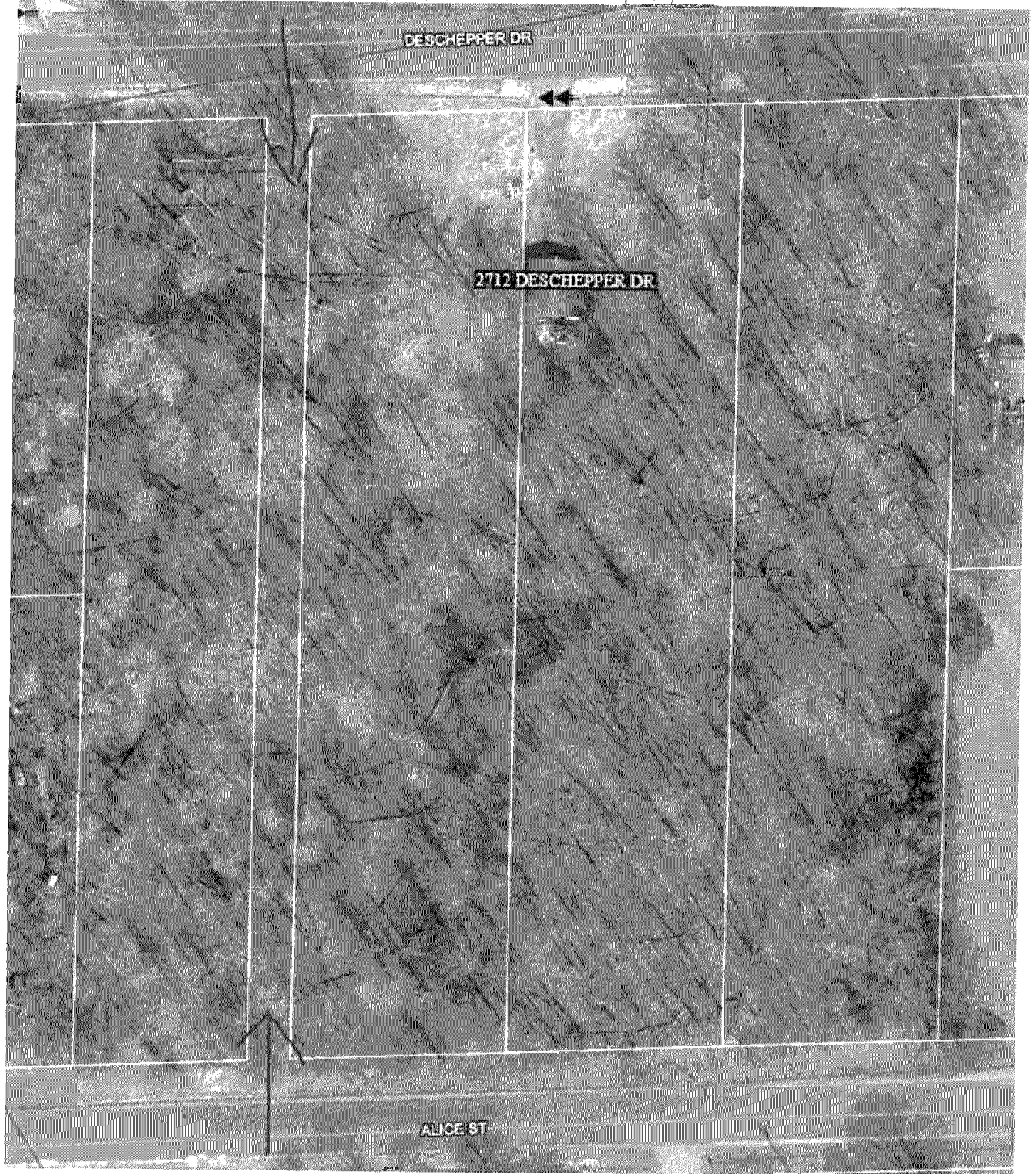
*This petition must be signed by at least **FIFTY PERCENT (50%)** of the property owners, or those with property interests abutting the property (street, alley or easement) to be vacated. Please provide the appropriate number of names and addresses and signatures, as needed to meet this requirement (attach additional sheet if necessary).*

OWNERS: STANTON & SANDRA BARTT  
Rembr Deschepper Addition Block 3

LOT 15

LOT 16

LOT 17



**ITASCA COUNTY**

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

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

Property ID: 91-663-0344

Owner: SOUTH, STANTON P & SANDRA M

**Taxpayer(s):**

TAXPAYER # 42325  
 SOUTH, STANTON P & SANDRA M  
 1818 NW 5TH ST  
 GRAND RAPIDS MN 55744

**Property Description:**

GRAND RAPIDS CITY  
 SEC:18 TWP: 55.0 RG:25 LOT: BLK: ACRES: 1.00  
 REMER DESCHEPPER ADDITION  
 LOT 16-BLK 3

**2019 Property Tax Statement**

		VALUES & CLASSIFICATION	
		Taxes Payable Year: 2018	
		2018	2019
STEP 1	Estimated Market Value:	10,500	10,500
	Homestead Exclusion: Taxable Market Value:	10,500	10,500
	New Improvements/ Expired Exclusions: Property Classification:	RES UNIMP	RES UNIMP
Sent in March 2018			
STEP 2	<b>PROPOSED TAX</b>		
	Proposed Tax:(excluding special assessments) Sent in November 2018		240.00
STEP 3	<b>PROPERTY TAX STATEMENT</b>		
	First-half Taxes: May 15		119.00
	Second-half Taxes: October 15		119.00
	Total Taxes Due in 2019:		238.00

**\$\$\$** 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.			
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. Tacomite tax relief			
C. Other credits			
5. Property tax after credits		226.21	238.00
<b>PROPERTY TAX BY JURISDICTION</b>			
6. County		81.86	84.86
7. City or Town		108.41	107.78
8. State General Tax			
9. School District: A. Voter approved levies			8.05
0318 B. Other local levies			36.92
10A. Special taxing district		35.61	36.92
B. Tax increment		.33	.39
C. Fiscal disparity			
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		226.21	238.00
<b>SPECIAL ASSESSMENTS</b>			
13A. REMER-DESCHEPPER OVERLAY-URBAN		215.79	
B.			
C.			
14. Total property tax and special assessments		442.00	238.00

ISSUED: 03/05/2019

2 ND HALF PAYMENT STUB

Pay on or before October 15 to avoid penalty  
**Real Estate ITASCA COUNTY**

Payable in **2019**



\*916630344

TAXPAYER # 42325  
 SOUTH, STANTON P & SANDRA M

RES UNIMP ACCT# 77376

Property ID Number:	91-663-0344
Full Tax for Year	238.00
Balance Due	119.00
Penalty	
Total Paid	

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

CASH   
 CHECK   
 COUNTER   
 MAIL

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

\$30.00 service charge for all returned checks.

ISSUED: 03/05/2019

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**ITASCA COUNTY**

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

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

Property ID: 91-663-0342

Owner: SOUTH, STANTON P & SANDRA M

**Taxpayer(s):**

TAXPAYER # 42325  
SOUTH, STANTON P & SANDRA M  
1818 NW 5TH ST  
GRAND RAPIDS MN 55744

**Property Description:**

GRAND RAPIDS CITY  
SEC:18 TWP: 55.0 RG:25 LOT: BLK: ACRES: .80  
REMER DESCHEPPER ADDITION  
LOT 15-BLK 3

**2019 Property Tax Statement**

		VALUES & CLASSIFICATION	
		Taxes Payable Year: 2018 2019	
STEP	Estimated Market Value:	8,400	8,400
1	Homestead Exclusion:		
	Taxable Market Value:	8,400	8,400
	New Improvements/ Expired Exclusions:		
	Property Classification:	RES UNIMP	RES UNIMP
Sent in March 2018			
STEP	<b>PROPOSED TAX</b>		
2	Proposed Tax:(excluding special assessments) Sent in November 2018		192.00
STEP	<b>PROPERTY TAX STATEMENT</b>		
3	First-half Taxes: May 15		95.00
	Second-half Taxes: October 15		95.00
	Total Taxes Due in 2019:		190.00

**\$\$\$** 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.			
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		181.36	190.00
4. Credits that reduce property taxes:			
A. Agricultural and rural land credits			
B. Taconite tax relief			
C. Other credits			
5. Property tax after credits		181.36	190.00
<b>PROPERTY TAX BY JURISDICTION</b>			
6. County		65.63	67.76
7. City or Town		86.93	86.04
8. State General Tax			
9. School District: A. Voter approved levies			6.43
0318 B. Other local levies		28.53	29.46
10A. Special taxing district		.27	.31
B. Tax increment			
C. Fiscal disparity			
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		181.36	190.00
<b>SPECIAL ASSESSMENTS</b>			
13A. REMER-DESCHEPPER OVERLAY-URBAN		172.64	
B.			
C.			
14. Total property tax and special assessments		354.00	190.00

ISSUED: 03/05/2019

**2 ND HALF PAYMENT STUB**



\*916630342

TAXPAYER # 42325  
SOUTH, STANTON P & SANDRA M

RES UNIMP ACCT# 77375

Property ID Number:	91-663-0342
Full Tax for Year	190.00
Balance Due	95.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before October 15 to avoid penalty

Real Estate ITASCA COUNTY

Payable in 2019

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

CASH

CHECK

COUNTER

MAIL

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

ISSUED: 03/05/2019

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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	19-0332	<b>Version:</b>	1	<b>Name:</b>	Consider the adoption of a resolution either approving or denying the vacation a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.
<b>Type:</b>	Agenda Item	<b>Status:</b>			Public Hearing
<b>File created:</b>	5/20/2019	<b>In control:</b>			City Council
<b>On agenda:</b>	5/28/2019	<b>Final action:</b>			
<b>Title:</b>	Consider the adoption of a resolution either approving or denying the vacation a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">South Vacation Request: Resolution (draft)</a>				

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution either approving or denying the vacation a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.

### **Background Information:**

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

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the resolution as prepared, or the Council can make its own findings to support its reasons for approving or denying the petitioned right-of-way vacation.

### **Requested City Council Action**

Consider the adoption of a resolution either approving or denying the vacation a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.

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

RESOLUTION NO. 19-\_\_

**A RESOLUTION VACATING A PLATTED ALLEY WITHIN BLOCK 3, REMER-DESCHEPPER ADDITION TO GRAND RAPIDS**

WHEREAS, the City Planning Commission, at their regular meeting on May 2, 2019 reviewed the vacation request for public right-of-way described as:

*N/S alley LYG between Lots 15 and 16, Block 3, Remer-DeSchepper Addition to Grand Rapids, Itasca County, Minnesota;*

WHEREAS, the Planning Commission found the alley right-of-way vacation to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacation; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on May 28, 2019, to consider the vacation of the public right-of-way described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacation were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that the vacation is in the best interest of the public's health, safety, and general welfare, and hereby vacate the above described public right-of-way based on the following findings of fact:

- The alley right-of-way is not needed for traffic purposes, platted in 1952, and has yet to be developed.
- The alley right-of-way is not needed for pedestrian purposes.
- The alley right-of-way is not needed for utility purposes.
- Vacating the alley right-of-way will put a minimal amount land on the tax rolls.
- Vacating alley right-of-way will facilitate a limited amount of economic development in the City, with the future development of one or more single-family homes.

AND BE IT FURTHER RESOLVED, that;

1.  The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

□

