



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, May 13, 2019

5:00 PM

Itasca County Boardroom

MEETING LOCATION CHANGE

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be 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

PRESENTATIONS/PROCLAMATIONS

19-0282 Consider proclaiming May 22, 2019 Arbor Day in the City of Grand Rapids.

Attachments: [Proclamation 2019](#)

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

19-0288 Consider approving Council minutes for Monday, April 22, 2019 Worksession & Regular meetings.

Attachments: [April 22, 2019 Worksession.pdf](#)
[April 22, 2019 Regular Meeting.pdf](#)

VERIFIED CLAIMS

19-0291 Consider approving the verified claims for the period April 16, 2019 to May 6, 2019 in the total amount of \$1,141,096.85.

Attachments: [COUNCIL BILL LIST 05-13-19.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. 19-0257 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.
Attachments: A3101-MO20 - GPZ - State Agreement
 Grand Rapids

2. 19-0262 Consider accepting the resignation of Frieda Hall from the Human Rights Commission and authorize filling the vacancy.
Attachments: Resignation - Frieda Hall

3. 19-0265 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.
Attachments: Close Fund 309 transfer to 407 \$71,296

4. 19-0266 Consider accepting Grand Rapids EDA Annual Report for the year 2018.
Attachments: GREDA Annual Report for 2018

5. 19-0269 Consider approving Change Orders 1 and 2 related to CP 2019-1, Golf Course Road Utility Extension-Great River Acres
Attachments: CO1
 CO2

6. 19-0271 Consider authorizing Itasca County to advertise for bid the harvest and sale of timber at the Grand Rapids/Itasca County Airport.
Attachments: 8994

7. 19-0272 Consider authorizing the Public Works Department to hire from the PW Part-Time Eligibility List for the 2019 Spring/Summer Maintenance Season.
Attachments: PW Part time eligibility list.pdf

8. 19-0275 Consider authorizing the mayor to sign a service agreement renewal with SVL for maintenance program on the Library Chiller.
Attachments: SVL Service Agreement

9. 19-0276 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.

Attachments: [2019 5-13 PW Superintendent Truck](#)
[2019 5-13 CD Pick-up spec](#)
[2019 5-13 CD Pick-up spec crew cab](#)
[2019 5-13 FD 1 ton crew](#)

10. [19-0277](#) 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.
- Attachments:** [02d Offer Letter](#)
[03d Offer Letter](#)
[03b Public Service and Infrastructure Easement 2204 updated - Signed](#)
[02b Public Service and Infrastructure Easement 2203 updated - Signed](#)
11. [19-0279](#) Consider adopting a resolution rejecting all bids pursuant to CP 2014-2, 2019 Street Improvements Project and authorize the re-bidding.
- Attachments:** [5-13-19 Resolution Rejecting all Bids CP 2014-2](#)
12. [19-0284](#) Consider authorizing staff to solicit quotes and accept low quote for asbestos abatement on house to be demolished at 604 NE 9th Ave.
- Attachments:** [City of Grand Rapids. 604 9th Ave Asbestos. PDF](#)
[ACCT abatement quote 604 NE 9th Ave Grand Rapids](#)
[Abate Tek quote](#)
13. [19-0293](#) Amendments to Handbook for Seasonal and Temporary Employees.
- Attachments:** [Seasonal Employee Handbook.pdf](#)
14. [19-0294](#) Consider approving On-Sale Liquor License for Superior Ales, LLC dba Boulder Tap House, contingent upon satisfactory completion of license requirements.

SETTING OF REGULAR AGENDA

This is an opportunity to approve the regular agenda as presented or add/delete by a majority vote of the Council members present an agenda item.

DEPARTMENT HEAD REPORT

15. [19-0273](#) Finance Department Head Report
- Attachments:** [dept head report 051319](#)

CIVIC CENTER, PARKS & RECREATION

16. [19-0292](#) Consider renaming Legion Baseball Field 'Bob Streetar Field at American Legion Park'.
- Attachments:** [Streetar Field Letters of Support](#)

17. [19-0289](#) Consider entering into a standard AIA agreement with ICS Consulting for professional services related to the IRA Civic Center.
Attachments: [5-13-19 ICS Proposal](#)
18. [19-0290](#) 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.

COMMUNITY DEVELOPMENT

19. [19-0285](#) Consider adopting a resolution approving an Early Start Agreement between the City and Independent School District #318
Attachments: [DOCSOPEN-#576807-v1-City reso approving Early Start Agreement](#)
[Early Start Agreement](#)
20. [19-0286](#) Consider approval of the final plat of Great River Acres.
Attachments: [Great River Acres: Final Plat](#)
[Resolution Approving Final Plat: Great River Acres](#)
21. [19-0287](#) Consider approval of the preliminary plat of Rebound Commercial Addition.
Attachments: [Rebound Commercial Addition: Area & Zoning Maps](#)
[Rebound Commercial Add.: Plat Documents](#)
[Rebound Commercial Add.: Application](#)
[Preliminary Plat: Review Committee Comments](#)
[May 2, 2019 Planning Commission Meeting Minutes-draft](#)
22. [19-0309](#) Consider adopting a resolution approving a Contingent Purchase Agreement between the City, as seller, and the Itasca County Housing and Redevelopment Authority (HRA).
Attachments: [DOCSOPEN-#579293-v1-City reso approving Riverview PA](#)
[DOCSOPEN-#578657-v1-Contingent Purchase Agreement \(003\)](#)
[Site 5-10-19](#)

ENGINEERING

23. [19-0280](#) 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 .
Attachments: [Hawkinson Quote](#)
24. [19-0283](#) Approve a Supplemental Letter Agreement (SLA) 2018-1 with SEH related to CP 2018-1, Block 19 Alley Improvements
Attachments: [sla 2018-1 Block 19 Alleys](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY, MAY 28, 2019, AT 5:30 P.M.

NOTE: These times are approximate only and are subject to change. If you are interested in a topic of discussion you should appear at least 10 minutes before its scheduled time.

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

Attest: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0282 **Version:** 1 **Name:** Arbor Day 2019
Type: Agenda Item **Status:** PRESENTATIONS/PROCLAMATIONS
File created: 5/7/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider proclaiming May 22, 2019 Arbor Day in the City of Grand Rapids.
Sponsors:
Indexes:
Code sections:
Attachments: [Proclamation 2019](#)

Date	Ver.	Action By	Action	Result
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Consider proclaiming May 22, 2019 Arbor Day in the City of Grand Rapids.

Background Information:

As part of our Tree City USA designation, City Council must adopt a resolution annually proclaiming Arbor Day in the City of Grand Rapids and conduct a public activity. We have received the Tree City USA designation since 1988. In recognition of Arbor Day, our Parks & Recreation and Public Works departments will do a ceremonial tree planting at one of our City Parks.

Staff Recommendation:

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

Requested City Council Action

Make a motion proclaiming May 22, 2019 Arbor Day in the City of Grand Rapids.

Proclamation

WHEREAS: Trees and forest soils keep our lakes and streams clean by absorbing and filtering pollutants and sediments; and

WHEREAS: Forest soils prevent flooding and reduce stormwater by capturing and storing rainwater and snowmelt, which is then slowly released to our lakes, streams, and groundwater; and

WHEREAS: Careful management of our forests is one of the best ways to protect drinking water and reduce the cost of water treatment; and

WHEREAS: Sound management of forested public lands surrounding the Mississippi River ensures clean drinking water for more than one million Minnesotans; and

WHEREAS: About three-quarters of Minnesotans get their drinking water from the forested parts of the state; and

WHEREAS: Planting trees is a natural and easy way to keep our water clean; and

WHEREAS: The last Friday in April, and throughout the month of May, Grand Rapids, Minnesota pay special tribute to our trees as natural resources and rededicate ourselves to the vitality of our forests.

NOW, THEREOFRE, I, Dale Adams, Mayor of Grand Rapids, do hereby proclaim Wednesday, May 22, 2019 as:

ARBOR DAY

And the month of May 2018, as Arbor Month is the City of Grand Rapids.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0288 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 5/8/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider approving Council minutes for Monday, April 22, 2019 Worksession & Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [April 22, 2019 Worksession.pdf](#)
[April 22, 2019 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, April 22, 2019 Worksession & Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, April 22, 2019

4:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, April 22, 2019 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 4 - Mayor Dale Adams, Councilor Dale Christy, Councilor Rick Blake, and Councilor Tasha Connelly
Absent 1 - Councilor Michelle Toven

Staff present:

Chad Sterle, Barb Baird, Larua Pfeifer, Scott Johnson, Steve Schaar, Matt Wegwerth, Will Richter

Discussion Items

1. Financial Statement Presentation by David J. Mol, Partner, Redpath & Company, Ltd.
Mr. Mol reviewed audit report presented in draft. Final will be issued following completion of PUC audit. A complete presentation is available in the Administration Department.
Received and Filed

2. Plastic Survey Report - Patricia Helmberger
Members of GR Area Earth Circle express appreciation for City support. Reviewed conclusions of survey and the impact of group efforts over the last six years. There has been good progress in encouraging the community to stop the use of plastic bags. Education is key.
Received and Filed

3. Discuss small cell wireless technology.

City Engineer, Matt Wegwerth, defined small cell wireless, and the need to update the right of way ordinance. Reviewed recommended changes and updates to fee schedule.

Received and Filed

4. Review 5:00 PM Regular Meeting

Upon review, item #13 is moved to the Regular agenda as #17A, and the addition of items 14A, B & C to the Consent agenda. No other changes are noted.

ADJOURN

There being no further business, the meeting adjourned at 5:06 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, April 22, 2019

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, April 22, 2018 at 5:10 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

Absent 1 - Councilor Michelle Toven

Staff present:

Chad Sterle, Matt Wegwerth, Steve Schaar, Lynn DeGrio, Scott Johnson, Will Richter, Barb Baird, Bob Cahill

MEETING PROTOCOL POLICY

PUBLIC FORUM

Beth George, 333 NE 8th Street, vehemently opposed to having voice control added to the ordinance for animals addressing at large dogs. Ms. George states that there have been several dog bites/attacks by at large, unleashed dogs and a blatant disregard for laws addressing animals.

COUNCIL REPORTS

Councilor Blake gives overview of current legislative session.

Mayor Adams will be highlighting local businesses at Council meetings. Tonight highlighting Sammy's Pizza for having specials and donating proceeds to the DAV and Ace Hardware, for supporting Caring for Kids for pediatric care. These Grand Rapids businesses go above and beyond to support the local community and its residents.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, April 8, 2019 Worksession and Regular meetings.

A motion was made by Councilor Tasha Connelly, seconded by Councilor Dale Christy, to approve Council minutes as presented. The motion PASSED by

unanimous vote.

VERIFIED CLAIMS

Consider approving the verified claims for the period April 2, 2019 to April 15, 2019 in the total amount of \$903,043.44.

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 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

CONSENT AGENDA

1. Consider closing Debt Service Fund-Tax increment Financing District 1-9 Majestic Pines Senior Housing.
Approved by consent roll call
2. Consider a request by the Police Department to donate our found / abandoned bicycles to the Cap Baker Lions Club.
Approved by consent roll call
3. Consider approving a cooperative construction agreement related to CP 2019-1, Golf Course Road Utility Extension-Great River Acres, between the City of Grand Rapids and Itasca County.
Approved by consent roll call
4. Consider adopting a resolution accepting a donation of \$2,775.24 from TJ towing for towing services.
Adopted Resolution 19-31 by consent roll call
5. Consider approving temporary liquor license for American Legion, event scheduled for July 20, 2019.
Approved by consent roll call
6. Consider the adoption of a resolution authorizing a grant application to the Legislative-Citizen Commission on Minnesota Resources (LCCMR).
Adopted Resolution 19-32 by consent roll call
7. Consider approving the plans and specifications and ordering the advertisement for bids for CP 2019-2, the Grand Rapids-Cohasset Connection Trail.
Approved by consent roll call

8. Consider a change in the wage schedule for Public Works Summer Maintenance I employees effective May 1, 2019.
Approved by consent roll call
9. 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
10. Consider adopting a resolution supporting Get Fit Itasca's application to Arrowhead Regional Development Commission (ARDC) for the 2019 Healthy Northland Active Communities Assistance Program.
Adopted Resolution 19-33 by consent roll call
11. Consider approving public service and infrastructure permanent easements and authorizing payment in the amount of \$1,991.85 to Blandin Paper Company related to CP 2019-2, Grand Rapids-Cohasset Connection Trail.
Approved by consent roll call
12. Consider approving a public service and infrastructure permanent easement and authorizing payment in the amount of \$2,408.94 to Chris Conner related to CP 2019-1, Golf Course Road Utility Extension-Great River Acres.
Approved by consent roll call
14. Consider authorizing staff to advertise with Do Bid the sale of miscellaneous office furniture from the Police Department related to previously approved Capital Improvement Project. In addition consider authorizing staff to advertise with Do Bid the sale of an Engineering Wide- Format Plain Paper Copier Model (OCE 7051).
Approved by consent roll call
- 14A. Consider approving On-sale 3.2 Malt Liquor License and On-sale Wine License with strong beer authorization for UnWined Up North, LLC.
Approved by consent roll call
- 14B. Consider approving Seasonal Golf Employees
Approved by consent roll call
- 14C. Consider authorizing staff to solicit quotes and accept low quote for refinishing of hardwood floor at True North Salon suite in Central School.
Approved by consent roll call

Approval of the Consent Agenda

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

Aye 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

SETTING OF REGULAR AGENDA

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

ACKNOWLEDGE BOARDS & COMMISSIONS

15. Review and acknowledge approved minutes for Boards and Commissions.

Planning Commission: March 7, 2019

Library Board: March 13, 2019

Golf Board: March 19, 2019

PUC: March 13, 26 and April 17, 2019

Acknowledge Boards and Commissions

DEPARTMENT HEAD REPORT

16. Pokegama Golf Course ~ Bob Cahill, Director of Golf

Bob Cahill, Director of Golf, provides an update to Council on current activities at Pokegama Golf Course, including: opening day was Saturday, April 20, 2019, Season pass sales have been strong, which can be purchased online as well as set up on a payment plan. Social media presence has increased with more followers, including videos reaching thousands of viewers and even being featured on WCCO at one point this winter. Pokegama Grill is once again operating concessions. After school program for 5th & 6th graders launching this year, S.N.A.G. program-golf in schools, begins on April 23rd at elementary schools, free golf to 18 and under with paid adult as part of Jr. Golf Program twice a week.

Received and Filed

ADMINISTRATION DEPARTMENT

17. Consider restructuring of the Public Works Department.

Lynn DeGrio, Director of Human Resources, presents proposed restructure to the Public Works Department, including appointment of Kevin Keetz to the position of PW Superintendent.

A motion was made by Councilor Connelly, seconded by Councilor Blake, approving the adoption of the job description for Director of Public Works/City Engineer; appointing Matthew Wegwerth to the position of Director of Public Works/City Engineer effective May 1, 2019 at a salary of \$95,516.84; appointing Jeff Davies as Special Projects Coordinator; appointing Kevin Koetz to the position of Public Works Superintendent effective May 1, 2019 at a salary of

\$75,000.00; authorizing City staff to begin the process of filling the Public Works Maintenance position vacated by Kevin Koetz; and authorizing City staff to begin the process of filling the newly-created Engineering Technician position. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly

17A.

Consider adopting an ordinance amending Chapter 10, Article I, Section 10-1 - Animals, of the City of Grand Rapids Municipal Code.

Item moved from Consent #13, Councilor Blake would like this item to be tabled.

Chief Johnson appreciates the view of Ms. George, and notes that this ordinance change was to clarify "at large" in the code. Also noted that the Police Department does not receive regular complaints/reports regarding dogs at large, or harrassing residents.

A motion was made by Councilor Rick Blake, seconded by Councilor Dale Christy, to table ordinance amendment until next meeting. The motion PASSED by unanimous vote.

ADJOURNMENT

5:52 pm

A motion was made by Councilor Tasha Connelly, seconded by Councilor Dale Christy, to adjourn the meeting at 5:52 pm. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0291	Version:	1	Name:	VERIFIED CLAIMS
Type:	Agenda Item	Status:		Status:	Verified Claims
File created:	5/8/2019	In control:		In control:	City Council
On agenda:	5/13/2019	Final action:		Final action:	
Title:	Consider approving the verified claims for the period April 16, 2019 to May 6, 2019 in the total amount of \$1,141,096.85.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	COUNCIL BILL LIST 05-13-19.pdf				

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

Requested City Council Action

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

DATE: 05/08/2019
 TIME: 14:09:34
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/13/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0718195	GREAT ENGRAVINGS	8.00
1415045	NORTH CENTRAL INSPCT SERV LLC	685.00
TOTAL CITY WIDE		693.00
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	803.25
TOTAL SPECIAL PROJECTS-NON BUDGETED		803.25
ADMINISTRATION		
0102660	ABRAMS & SCHMIDT LLC	75.00
1300032	MCFOA TREASURER	90.00
TOTAL ADMINISTRATION		165.00
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	55.10
0114200	ANDERSON GLASS	150.00
0315455	COLE HARDWARE INC	16.99
0920060	ITASCA COUNTY TREASURER	45.00
1405725	NETWORK SERVICE COMPANY	28.23
TOTAL BUILDING MAINTENANCE-CITY HALL		295.32
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	92.00
1920555	STOKES PRINTING & OFFICE	10.50
TOTAL COMMUNITY DEVELOPMENT		102.50
FINANCE		
1309495	MINUTEMAN PRESS	195.05
1415377	NORTHERN BUSINESS PRODUCTS INC	5.98
1805195	REDPATH AND COMPANY, LTD	36,591.61
TOTAL FINANCE		36,792.64
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	28.85

DATE: 05/08/2019
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/13/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0315455	COLE HARDWARE INC	349.94
0321505	CUMMINS INC	801.85
0421725	DUTCH ROOM INC	112.50
0513231	EMERGENCY APPARATUS	102.00
0701650	GARTNER REFRIGERATION CO	682.15
0705535	GENESIS REFRIGERATION	260.00
0805107	HEARTLAND PAPER COMPANY	419.49
0805350	HEIMAN INC	1,850.00
0920060	ITASCA COUNTY TREASURER	45.00
1309190	MNFIAM BOOK SALES LTD	1,522.00
	TOTAL FIRE	6,173.78
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	99.05
	TOTAL INFORMATION TECHNOLOGY	99.05
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	29.04
0103325	ACHESON TIRE INC	9.00
0112450	ALL FLAGS, LLC	381.07
0113223	AMERICAN DETAILING	1,500.00
0121721	AUTO VALUE - GRAND RAPIDS	129.42
0205090	BEACON ATHLETICS LLC	1,567.00
0215147	BOBCAT OF DULUTH INC	603.02
0221650	BURGGRAF'S ACE HARDWARE	291.86
0300200	CDW GOVERNMENT INC	595.69
0301685	CARQUEST AUTO PARTS	310.06
0315455	COLE HARDWARE INC	265.56
0409125	DIAMOND VOGEL	4,179.75
0501650	EARL F ANDERSEN	2,282.69
0601690	FASTENAL COMPANY	2,294.55
0612083	FLAGSHIP RECREATION	1,028.00
0801535	HAMMERLUND CONSTRUCTION INC	38.75
0801836	HAWKINSON SAND & GRAVEL	599.95
0914200	INDUSTRIAL LUBRICANT COMPANY	179.44
0920060	ITASCA COUNTY TREASURER	90.00
1200500	L&M SUPPLY	14.98
1301213	MARTIN'S SNOWPLOW & EQUIP	2,297.06
1303039	MCCOY CONSTRUCTION & FORESTRY	555.78
1309495	MINUTEMAN PRESS	105.80
1321725	MUTT MITT	933.83
1415377	NORTHERN BUSINESS PRODUCTS INC	67.16

DATE: 05/08/2019
 TIME: 14:09:35
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/13/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
1615427	POKEGAMA LAWN AND SPORT	132.67
1621125	PUBLIC UTILITIES COMMISSION	2,147.80
1801530	NORTHERN MN WATER COND DBA	238.00
1801613	RAPIDS PRINTING	321.25
1801615	RAPIDS WELDING SUPPLY INC	16.70
1801899	RAYS SPORT & CYCLE	899.83
1813125	RMB ENVIRONMENTAL	105.00
1908248	SHERWIN-WILLIAMS	601.52
1915248	SOFTWARE HARDWARE INTEGRATION	287.00
1920555	STOKES PRINTING & OFFICE	77.75
2018680	TRU NORTH ELECTRIC LLC	275.00
2209421	VIKING ELECTRIC SUPPLY INC	575.45
2300765	W.W. WALLWORK INC	15.82
2305453	WESCO RECEIVABLES CORP	5,400.00
2605225	ZEE MEDICAL SERVICE	254.05
	TOTAL PUBLIC WORKS	31,697.30
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	660.84
0415529	DONDELINGER FORD	494.47
1201850	LAWSON PRODUCTS INC	578.38
1301720	MATCO TOOLS	188.95
1500700	OSI ENVIRONMENTAL BR 50	50.00
1605740	PETROCHOICE HOLDINGS INC	462.72
	TOTAL FLEET MAINTENANCE	2,435.36
POLICE		
0103325	ACHESON TIRE INC	676.28
0124550	AXON ENTERPRISE INC	4,608.00
0301685	CARQUEST AUTO PARTS	240.83
0409501	JOHN P. DIMICH	4,583.33
0601346	FAIRVIEW HEALTH SERVICES	747.50
0715447	GOLDEN RULE CREATION INC	542.57
0809115	HIBBING COMMUNITY COLLEGE	4,500.00
1200500	L&M SUPPLY	34.99
1415377	NORTHERN BUSINESS PRODUCTS INC	191.52
1605665	PERSONNEL DYNAMICS LLC	692.55
2000400	T J TOWING	110.00
2018225	TREASURE BAY PRINTING	74.00
	TOTAL POLICE	17,001.57

DATE: 05/08/2019
 TIME: 14:09:35
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/13/2019

VENDOR #	NAME	AMOUNT DUE

CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	373.05
0221525	BUNES SEPTIC SERVICE INC	190.00
0221700	BUSY BEES QUALITY CLNG SVC INC	1,200.00
0405223	DEER RIVER HIRED HANDS INC	120.00
0920060	ITASCA COUNTY TREASURER	45.00
1601753	PAUL HADDIX LOCKSMITHING	111.50
1913119	SMART HARDWOOD FLOORS LLC	3,900.00
	TOTAL	5,939.55
AIRPORT		
0315455	COLE HARDWARE INC	83.78
0920060	ITASCA COUNTY TREASURER	180.00
1608345	PHILS GARAGE DOOR	402.00
1615427	POKEGAMA LAWN AND SPORT	783.09
1920240	CHAD B STERLE	230.00
	TOTAL	1,678.87
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE SERVICES INC	69.84
0114200	ANDERSON GLASS	432.54
0221650	BURGGRAF'S ACE HARDWARE	116.86
0405223	DEER RIVER HIRED HANDS INC	180.00
0920060	ITASCA COUNTY TREASURER	45.00
1201430	LAKE SUPERIOR CUTTING EDGE LLC	105.00
1309090	SUPERONE FOODS NORTH	19.38
1405725	NETWORK SERVICE COMPANY	22.98
1421155	NUCH'S IN THE CORNER	101.05
1605611	PEPSI BEVERAGES COMPANY	259.47
1901535	SANDSTROM'S INC	181.39
	TOTAL GENERAL ADMINISTRATION	1,533.51
STATE HAZ-MAT RESPONSE TEAM		
1415480	NORTHERN HEALTH & FITNESS PLUS	95.00
	TOTAL	95.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/13/2019

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
0103325	ACHESON TIRE INC	15.00
0205725	BETZ EXTINGUISHER COMPANY	76.00
0221650	BURGGRAF'S ACE HARDWARE	17.08
TOTAL		108.08
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	45.00
TOTAL		45.00
GENERAL CAPITAL IMPRV PROJECTS		
2010-5 MS RIVER PD BRIDGE		
1309360	MN DEPT OF TRANSPORTATION	329.28
1815125	ROBERT R SCHROEDER CONST INC	95,751.93
TOTAL 2010-5 MS RIVER PD BRIDGE		96,081.21
ISD#318 LAND SALES & EXCHANGE		
0218115	BRAUN INTERTEC CORPORATION	6,366.80
1105530	KENNEDY & GRAVEN	3,642.00
TOTAL ISD#318 LAND SALES & EXCHANGE		10,008.80
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0615628	FORD OF HIBBING	58,574.90
0914735	INTOXIMETER INC	598.00
TOTAL CAPITAL OUTLAY-POLICE		59,172.90
AIRPORT CAPITAL IMPRV PROJECTS		
2015 CRACK REPAIR & MASTER PLN		
1900225	SEH	18,405.00
TOTAL 2015 CRACK REPAIR & MASTER PLN		18,405.00
2018 INFRAST/CPT MNT IMP BONDS		
CAPITAL MAINT IMPRV PLAN		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/13/2019

VENDOR #	NAME	AMOUNT DUE

2018	INFRAST/CPT MNT IMP BONDS	
	CAPITAL MAINT IMPRV PLAN	
0315455	COLE HARDWARE INC	121.94
0701650	GARTNER REFRIGERATION CO	398.96
0718010	CITY OF GRAND RAPIDS	5,405.57
0805640	HERC-U-LIFT INC	165.25
1801550	RAPID GARAGE DOOR COMPANY INC	36,036.00
1909450	SILVERTIP GRAPHICS SIGNS	160.00
1915248	SOFTWARE HARDWARE INTEGRATION	6,843.00
2018680	TRU NORTH ELECTRIC LLC	2,398.41
	TOTAL CAPITAL MAINT IMPRV PLAN	51,529.13
2019	INFRASTRUCTURE BONDS	
	2019-1 GLF COURSE RD UTIL EXT	
1900225	SEH	2,855.00
2000522	TNT AGGREGATES, LLC	256,049.56
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	258,904.56
	2019-2 COHASSET TRAIL	
T001236	CUTSFORTH INC	5,537.30
	TOTAL 2019-2 COHASSET TRAIL	5,537.30
2019	STREET IMP PROJECT	
0718060	GRAND RAPIDS HERALD REVIEW	376.92
	TOTAL 2019 STREET IMP PROJECT	376.92
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	121.73
0301705	CASPER CONSTRUCTION INC	1,050.00
0315455	COLE HARDWARE INC	11.98
0514798	ENVIRONMENTAL EQUIPMENT AND	4,017.55
0920005	ITASCA AUTO BODY SHOP	1,278.50
1415030	NAPA SUPPLY OF GRAND RAPIDS	58.51
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
	TOTAL	8,738.27
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 614,412.87
CHECKS ISSUED-PRIOR APPROVAL		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/13/2019

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	49.62
0116600	APPLE VALLEY, CITY OF	1,311.00
0201356	BRUCE BAIRD	12.00
0212130	BLANDIN PAPER COMPANY	1,991.85
0305530	CENTURYLINK QC	68.49
0308659	DALE R. CHRISTY	69.60
0315451	CITY OF COLERAINE	1,253.02
0315454	TRAVIS COLE	12.00
0315543	CONSTELLATION NEWENERGY -GAS	3,575.93
0405305	LYNN DEGRIO	120.64
0405505	JAMES DENNY	488.60
0504610	RON EDMINSTER	75.40
0605191	FIDELITY SECURITY LIFE INS CO	77.79
0717988	SHAWN GRAEBER	197.60
0718015	GRAND RAPIDS CITY PAYROLL	242,389.30
0718070	GRAND RAPIDS STATE BANK	65.00
0809115	HIBBING COMMUNITY COLLEGE	110.00
0809445	CITY OF HILL CITY	112.94
0815440	HOLIDAY STATIONSTORES LLC	231.00
0900060	ICTV	37,995.77
0914295	JEFFREY INGLE	12.00
0920033	ITASCA COUNTY AUDITOR/TREAS.	95,692.97
0920036	ITASCA COUNTY ATTORNEY OFFICE	48.00
0920055	ITASCA COUNTY RECORDER	414.00
0920059	ITASCA COUNTY SHERIFFS DEPT	2,283.15
1115230	KEVIN KOETZ	602.44
1201402	LAKE COUNTRY POWER	46.20
1209516	LINCOLN NATIONAL LIFE	1,521.55
1209527	JOHN R. LINDER	12.00
1305046	MEDIACOM LLC	136.90
1305060	MEDS-1 AMBULANCE SERVICE INC	500.00
1309167	MN BUREAU OF CRIMINAL	15.00
1309199	MINNESOTA ENERGY RESOURCES	2,545.09
1309332	MN STATE RETIREMENT SYSTEM	2,520.00
1309335	MINNESOTA REVENUE	3,919.58
1309338	MN STATE TREAS/BLDG INSPECTOR	19.45
1315654	NATHAN MORLAN	69.00
1401705	CITY OF NASHWAUK	1,946.08
1405550	NEOPOST USA INC	1,000.00
1503151	ODC - MOTOR VEHICLE	65.25
1516220	OPERATING ENGINEERS LOCAL #49	104,022.00
1601305	THOMAS J. PAGEL	939.34
1601750	PAUL BUNYAN COMMUNICATIONS	276.67
1605734	JON PETERSON	69.00
1621130	P.U.C.	9,857.29
1809501	ROBERT RIMA	12.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/13/2019

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1809790	RIVERLAND COMMUNITY COLLEGE	150.00
1903321	STEVEN SCHAAR	81.00
1913344	HEATH SMITH	81.00
1915725	SOURCEWELL	285.00
1920231	ROBERT STEIN	473.00
2000100	TASC	30.60
2000490	TDS Metrocom	723.30
2114360	UNITED PARCEL SERVICE	29.52
2114750	UNUM LIFE INSURANCE CO OF AMER	256.66
2301700	WASTE MANAGEMENT OF MN INC	2,777.06
2305300	MATTHEW WEGWERTH	212.56
2305825	WEX INC	172.83
T001234	CHRISTIAN CAVAHAUGH CONNER	2,408.94
T001235	MURPHY GRANITE CARVING	250.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 526,683.98

TOTAL ALL DEPARTMENTS 1,141,096.85



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0257 **Version:** 1 **Name:** Adopt a resolution for MNDOT M&O Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 4/22/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [A3101-MO20 - GPZ - State Agreement](#)
[Grand Rapids](#)

Date	Ver.	Action By	Action	Result
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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.

Background Information:

The attached resolution and contract from the MNDOT Office of Aeronautics are required to process the Airport Maintenance and Operations grant for state fiscal years 2020 and 2021 in an amount not to exceed \$132,462.00 (\$66,231.00 each year). These dollars are to be used for airport maintenance and operations.

Staff Recommendation:

City staff recommends 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.

Requested City Council Action

Make a motion 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.

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A3101-MO20

State Project Number (S.P.): A3101-MO21

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and Grand Rapids-Itasca County Airport Commission acting through its Grand Rapids City Council as Fiscal Agent for the Itasca County/Grand Rapids Airport (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2020 and State Fiscal Year 2021.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2019, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021.
- 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 contract, including, without limitation, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$66,231 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$132,462 (State fiscal years 2020 and 2021).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist
Address: Office of Aeronautics, 222 East Plato Boulevard
Telephone: (651) 234-7240
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Matt Wegwerth, City Engineer
Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744
Telephone: (218) 326-7625
E-Mail: mwegwerth@ci.grand-rapids.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

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

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in

action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the **Grand Rapids City Council as Fiscal Agent for the Grand Rapids/Itasca County Airport** as follows:

1. That the state of Minnesota Contract Number **1033491**,

"Airport Maintenance and Operation Grant Contract," at the

Grand Rapids/Itasca County Airport is accepted.

2. That the _____ and _____ are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)

authorized to execute this Contract and any amendments on behalf of the

Grand Rapids City Council as Fiscal Agent for the Grand Rapids/Itasca County Airport.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0262	Version:	1	Name:	Consider accepting the resignation of Frieda Hall from the Human Rights Commission and authorize filling the vacancy.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	4/24/2019	In control:		In control:	City Council
On agenda:	5/13/2019	Final action:		Final action:	
Title:	Consider accepting the resignation of Frieda Hall from the Human Rights Commission and authorize filling the vacancy.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resignation - Frieda Hall				

Date	Ver.	Action By	Action	Result
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Consider accepting the resignation of Frieda Hall from the Human Rights Commission and authorize filling the vacancy.

Background Information:

Frieda Hall has submitted her notice of resignation from the Human Rights Commission, effective April 24, 2019. This creates a vacancy with an unexpired term through March 1, 2020. Frieda was initially appointed to the Human Rights Commission on May 12, 2008. In her resignation letter, Frieda stated that she has valued her time on the Commission and is proud of the work they have done. Frieda's education and experience, along with her contributions during the past 11 years have been greatly appreciated.

Staff Recommendation:

Accept resignation and authorize staff to begin the process of filling the vacancy.

Requested City Council Action

Make a motion accepting the resignation of Frieda Hall from the Human Rights Commission effective April 24, 2019 and authorize filling the vacancy.

24 April 2019

City Council of Grand Rapids
Grand Rapids, Minnesota 55744

Dear Council Members:

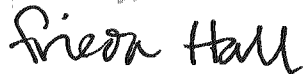
This is my letter of resignation from the Grand Rapids Human Rights Commission, effective immediately.

I have valued my time on this Commission and am proud of the work we have done.

I believe it's time to open up another spot for new blood, new ideas, new visions, new commitments.

Thank you so much for this opportunity to serve.

Sincerely,

A handwritten signature in black ink that reads "Frieda Hall". The signature is written in a cursive, flowing style.

Frieda Hall



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0265 **Version:** 1 **Name:** Close 2009D Debt Service Fund to Fund 407
Type: Agenda Item **Status:** Consent Agenda
File created: 4/29/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Close Fund 309 transfer to 407 \\$71,296](#)

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

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.

Background Information:

In 2009, the City Council authorized the issuance of Taxable General Obligation Equipment Certificates of Indebtedness, Series 2009D. The certificates were issued to purchase a 95' Mid Mount Aerial Platform fire truck with a pump. On February 1, 2019, the final debt service payment was made which left a cash balance of approximately \$71,296 in the debt service fund.

Staff Recommendation:

Staff recommends 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.

Requested City Council Action

Make a motion adopting a resolution authorizing an operating transfer of approximately \$71,296 from Debt Service Fund -2009D GO Equipment Certificates Bond Fund to the Capital Projects Fund-Capital Replacement Fund Fire Department Depreciation and close Debt Service Fund.

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

RESOLUTION NO. 19-

A RESOLUTION CLOSING DEBT SERVICE FUND (309)-2009D GO EQUIPMENT CERTIFICATES BOND FUND AND TRANSFERRING THE REMAINING BALANCE OF APPROXIMATELY \$71,296 TO CAPITAL PROJECTS FUND (407)-CAPITAL EQUIPMENT REPLACEMENT FUND FIRE DEPRECIATION

WHEREAS, in 2009, the City issued Taxable General Obligation Equipment Certificates of Indebtedness, Series 2009D, and

WHEREAS, the Taxable General Obligation Equipment Certificates of Indebtedness were issued to purchase a 95' Mid Mount Aerial Platform fire truck with pump, and

WHEREAS, in February 2019 the final debt service payment was made which left a cash balance remaining of approximately \$71,296 in the Debt Service Fund-2009D GO Equipment Certificate Fund, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer of approximately \$71,296 from the Debt Service Fund-2009D GO Equipment Certificates Bond Fund to the Capital Projects Fund-Capital Equipment Replacement Fund Fire Depreciation and close the Debt Service Fund.

Adopted this 13th day of May 2019.

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0266 **Version:** 1 **Name:** Consider accepting Grand Rapids EDA Annual Report for the year 2018.
Type: Agenda Item **Status:** Consent Agenda
File created: 4/29/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider accepting Grand Rapids EDA Annual Report for the year 2018.
Sponsors:
Indexes:
Code sections:
Attachments: [GREDA Annual Report for 2018](#)

Date	Ver.	Action By	Action	Result
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Consider accepting Grand Rapids EDA Annual Report for the year 2018.

Background Information:

The Bylaws of the Grand Rapids Economic Development Authority establish that: "GREDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the City of Grand Rapids".

The attached GREDA 2018 Annual Report is provided to fulfill that obligation.

Requested City Council Action

Consider accepting Grand Rapids EDA Annual Report for the year 2018.

Grand **R**apids **E**conomic **D**evelopment **A**uthority



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

2018 **Annual Report**

Prepared by:

Rob Mattei
Director of Community Development /
GREDA Executive Director

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Mission

The Mission of the Grand Rapids Economic Development Authority (GREDA) is to advance the growth of our local economy through efforts focused on business recruitment, retention and expansion.

As the City's economic development agent, GREDA strives to provide a high level of service, in order to encourage economic investment and prosperity in the City of Grand Rapids and the surrounding region. GREDA works closely with businesses to: identify creative solutions to challenging problems, generate enhanced opportunities for growth, and help them achieve their short- and long-term goals.

Governance

The Grand Rapids Economic Development Authority is a public body governed by Minnesota Statute chapter 469, and Enabling Resolutions enacted by the City Council of the City of Grand Rapids.

The management of all of the affairs, property and business of GREDA is vested in a Board of Commissioners consisting of 7 persons, 2 of which must be members of the City Council. GREDA annually elects its Officers, which include a President, Vice President, Secretary/Treasurer, and Asst. Treasurer. Staff support is provided to GREDA primarily through the Community Development Department, with the Director of Community Development acting as the GREDA Executive Director, and with the Community Development Administrative Assistant acting as the Recorder.

The GREDA Board of Commissioners includes the following volunteers:

<u>Member</u>	<u>Position</u>	<u>Affiliation/Occupation</u>	<u>Term Expires</u>
Sholom Blake	President	Private Business Owner/CPA	3/1/25
Rick Blake	Commissioner	City Council/Ret.	12/31/22 Concurrent with Council Term
John O'Leary	Commissioner	Ret. Economic Dev. Professional	3/1/25
Mike Przytarski	Commissioner	Property Owner/Manager	3/1/21
Cory Jackson	Commissioner	Business Financial Officer	3/1/23
Mike Korte	Commissioner	Economic Development Loan Officer	3/1/22
Dale Christy	Commissioner	City Council/Teacher	12/31/20 Concurrent with Council Term

*The City Finance Director serves as the Asst. Treasurer

Also providing valued service to the GREDA during 2018 was former Commissioner Chris Lynch.

Article VII, Section 1, of the Bylaws of the Grand Rapids Economic Development Authority establishes that: "GREDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the City of Grand Rapids."

This report summarizes GREDA's activities and financial condition for the year ending December 31, 2018.

Respectfully submitted,



Sholom Blake, Grand Rapids EDA
President

Development Property and Leased Assets

Beginning in 1969, the GREDA and its predecessor organization, the Grand Rapids Industrial Park Commission, have invested in the creation of four industrial park areas in Grand Rapids. Those industrial parks have become the home for 24 businesses, providing over 1,000 jobs in our community.

The attraction and location of industrial business in our community is pursued by GREDA within a competitive environment. Communities in the Arrowhead Region, including Grand Rapids, have had to counterbalance weaknesses, such as our distance from major market areas, by providing incentives to businesses for locating in our community. A primary means of providing that incentive involves providing development sites for business location at a competitive rate, most often below actual cost.

In addition to assembling lands for industrial development, the GREDA has also actively pursued the development of underutilized properties in the Downtown and Mississippi Riverfront areas. As examples, the GREDA has sold land, which has led to the development of the Glorvigen office building, KAXE Northern Public Radio station, and the Rapids Brewing project. The GREDA also exercised their authority to purchase and sell lands in support of the private redevelopment of Block 37, located at the corner of TH 2 and TH 169. The GREDA currently owns property in Blocks 20 & 21, immediately north of the Library, which they continue to market to developers interested in creating professional office, residential and other compatible uses. The GREDA also owns and markets for sale and development the former North Country Recycling property, a site referred to as the Block 5 Site.

Inventory Summary:

<u>Site Description</u>	<u>Number of Developable Lots (GREDA Owned)</u>	<u>Acreage Total</u>
Industrial Park Two	1	2.38
Industrial Park East	6	8.30
Airport South Industrial Park – Phase 1 & 2	11	17.61
Airport Property (unplatted)	1	20.0
Blocks 20 & 21 Riverfront Dev. Site	1	1.46
Block 5 Riverfront Dev. Site	1	1.8
Totals:	21	51.55

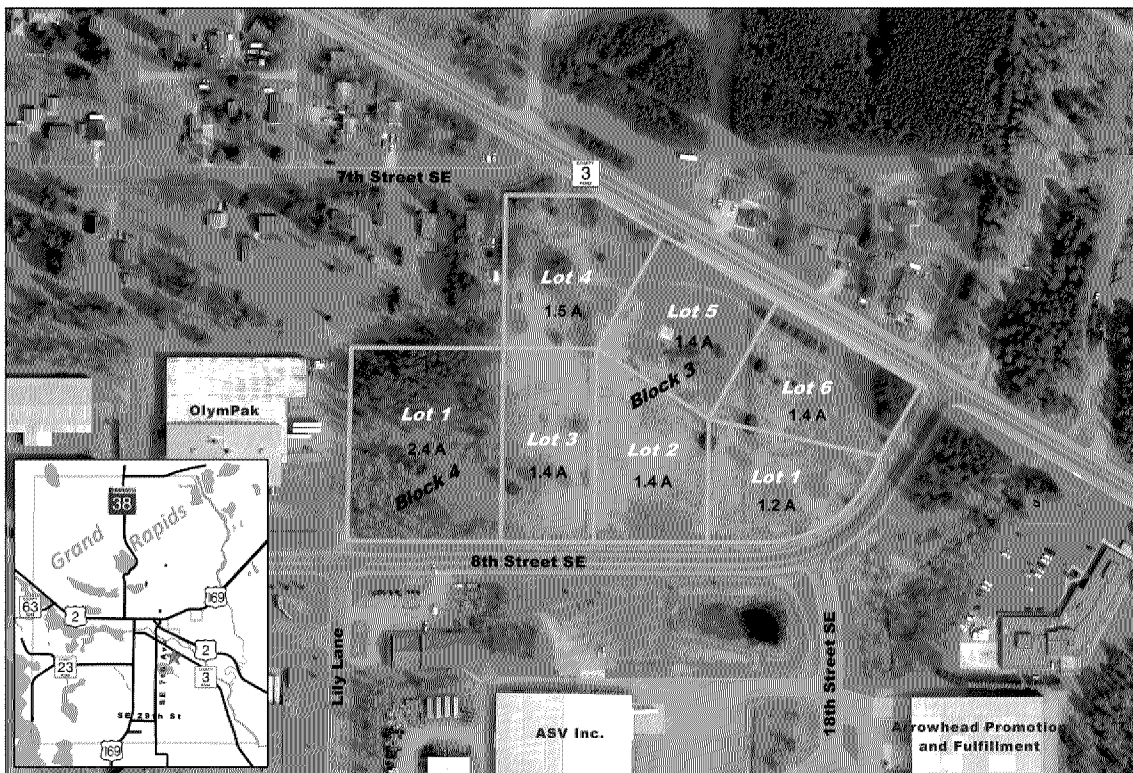
In addition to an inventory for industrial and commercial lands available for development, GREDA owns a 7,500 s.f. commercial hangar at the Grand Rapids/Itasca County Airport. This facility is currently leased to ACC Manufacturing, a division of ONE Aviation.

Central School:

Central School was redeveloped by the City in 1983 and has been operated as a multi-tenant leased space for a mixture of commercial retail and office uses. Central School contains 15 suites totaling 10,250 square feet of leasable space. In 2014, the City Council tasked GREDA with the management of leasing. At the time of this report, 75% of the space is occupied.



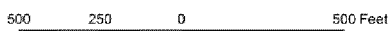
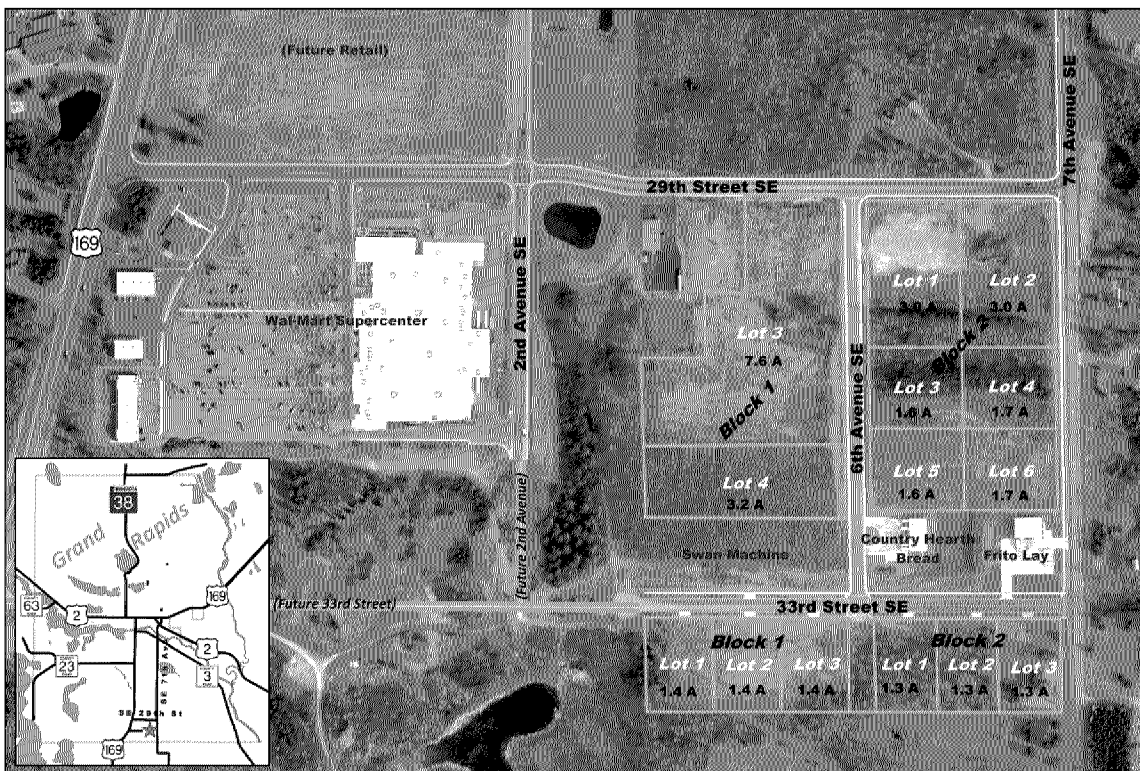
Grand Rapids Industrial Park East



Legend

Available Lot(s)

Grand Rapids Airport South Industrial Park: Phases I & II

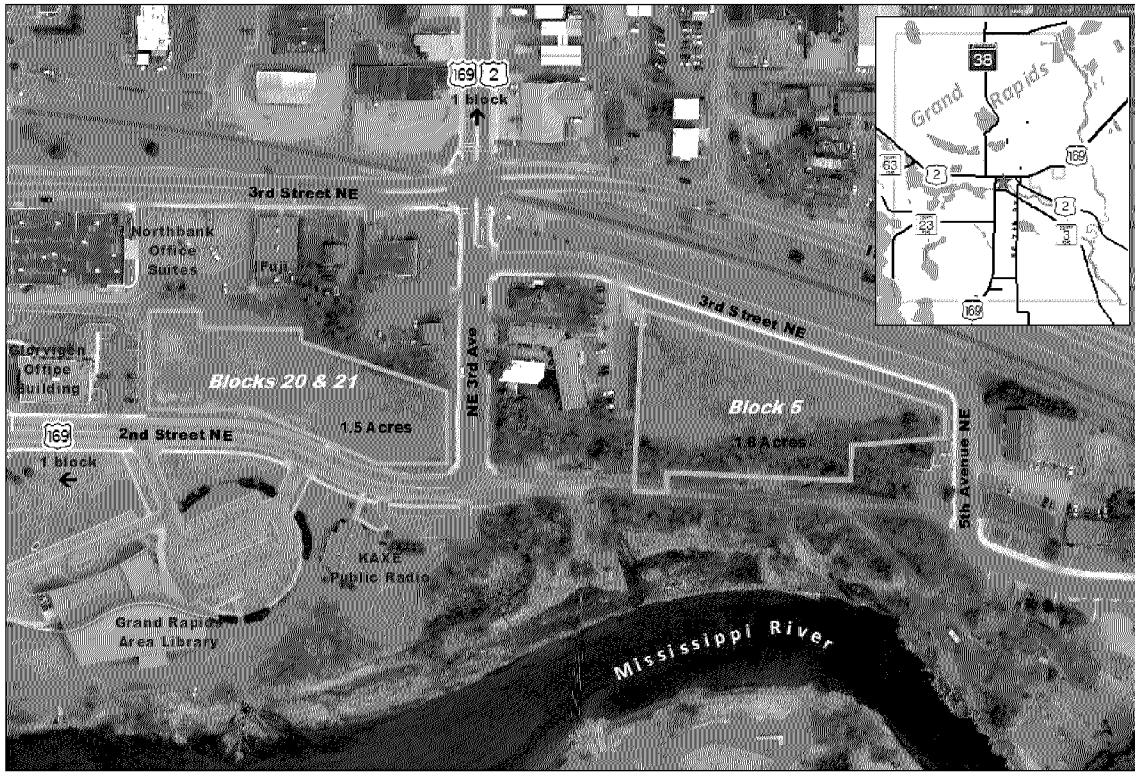


Legend

Available Lot(s)



Grand Rapids "Blocks 20 & 21" and "Block 5" Commercial Sites



0 50 100 200 300 400 Feet

Legend

Available Lot(s)

Airport Property (unplatted)



0 180 360 720 1,080 1,440 Feet



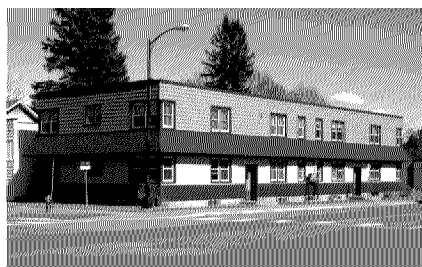
Business Assistance Programs

In order to meet business' needs, GREDA commonly pools their resources together with those of other local, state and federal economic development agencies. Examples of those business assistance programs are listed in the following table:

Provider	Program
Federal EDA	<ul style="list-style-type: none"> ▪ Public Works Grant ▪ Economic Adjustment Grant ▪ Economic Development Planning Grant
Iron Range Resources and Rehabilitation Board	<ul style="list-style-type: none"> ▪ Commercial Redevelopment Program ▪ Public Works Program ▪ Business Financing
Department of Employment and Economic Development (DEED)	<ul style="list-style-type: none"> ▪ Business Development Public Infrastructure Grant ▪ Minnesota Investment Fund ▪ Small Cities Development Program ▪ Redevelopment Grant Program ▪ Contamination Investigation and Cleanup ▪ Job Skills Partnership Program
Itasca Economic Development Corporation (IEDC)	<ul style="list-style-type: none"> ▪ Building Development Loan Program
City of Grand Rapids	<ul style="list-style-type: none"> ▪ Tax Increment Financing ▪ Tax Abatement

Commercial Building Improvement Loan (CBIL) Program - In certain situations, the underwriting standards used by private financial institutions would constrain their willingness or ability to provide a complete, attractive, financing package to a small business seeking to invest in property improvements. The GREDA has created and maintains a revolving loan fund, named the Commercial Building Improvement Loan (CBIL) Program, which is intended to leverage private sector investment. The GREDA CBIL Program fills this capital market void by providing below market rate financing to eligible commercial enterprises within the City of Grand Rapids.

The CBIL is intended primarily to help building owners and tenants improve the appearance and function of their existing buildings. Secondary benefits include: the removal of blight, increased competitiveness, strengthening of the tax base and improved viability of small businesses in the Grand Rapids commercial districts.



MRM Apartments (2013)- 105 NE 5th St.

Eligible improvements to any retail/commercial building or site are qualified for consideration under the CBIL, within the following business zones: (LB, GB, CBD, SGB, SLB, I-1, SI-1). Program funds may be used for: building construction and expansion, building renovation and remodeling, landscaping and parking lot improvements and signage.

The Commercial Building Improvement Loan Program funds may finance up to 75% of the project cost, or \$40,000, whichever may be less. The interest rate for improvement loans is set at four percent (4%), with a maximum term of 5 years. Loans are amortized over a twenty year period with a balloon payment due at the end of the term, with no penalty for early payment.

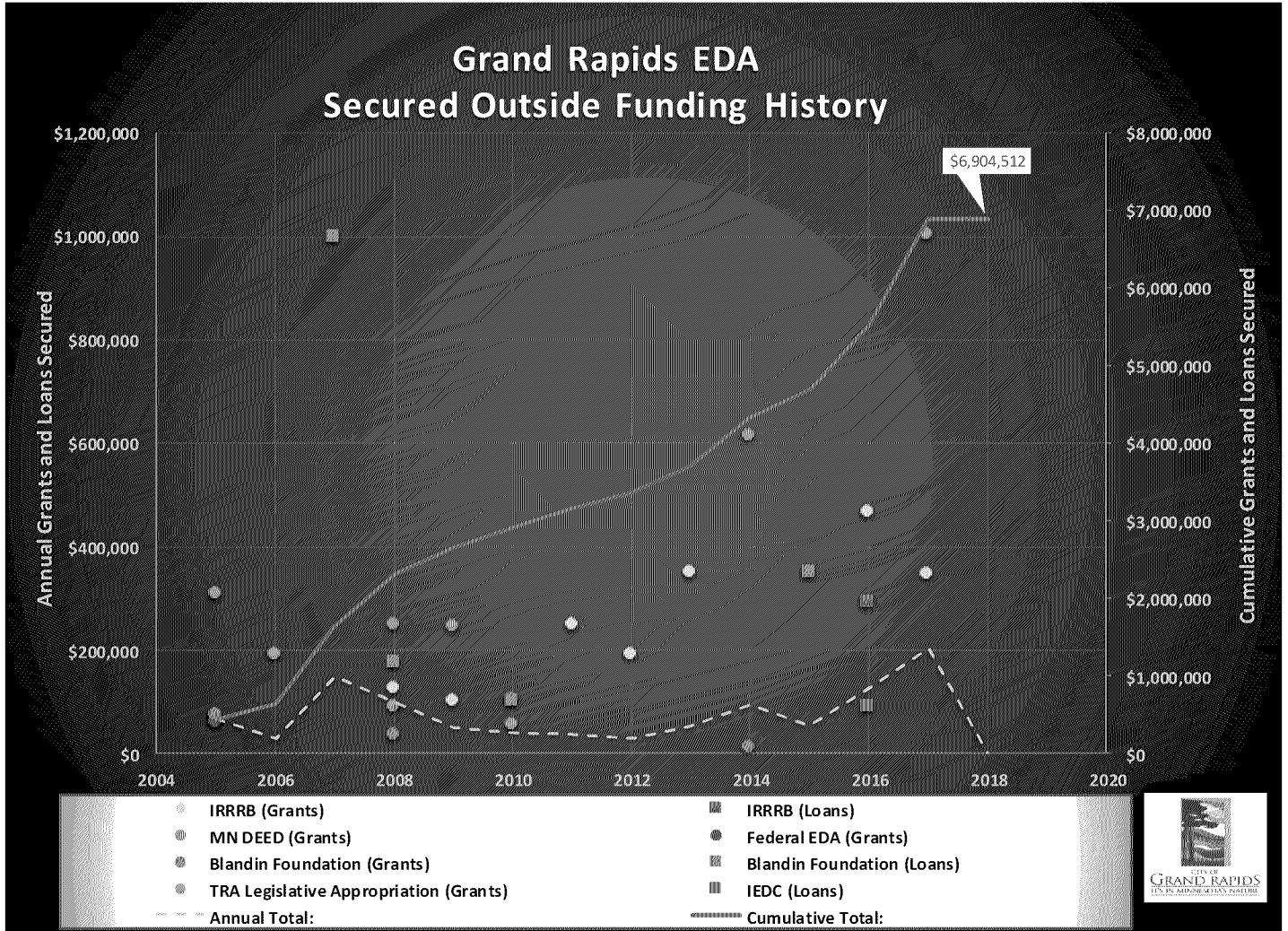


This program was largely underutilized until early 2006 when the GREDA took action to redefine and improve the program structure and guidelines. These program changes were well received as loan activity has steadily increased.

There currently is a portfolio of seventeen loans with a combined principal loan amount of \$549,744.

Additional Project Funding

The following chart provides an thirteen year history of the outside funding secured by the GREDA:



Business Retention and Attraction

GREDA views regular interaction with resident companies, such as through a Business Retention and Expansion (BRE) program of structured interviews, as an important component of the Grand Rapids area economic development action plan. The importance of BRE is underscored by a well-known statistic: “up to 80 percent of new jobs and capital investment in any community is generated by existing businesses”.¹

The GREDA supports and is directly involved in renewed efforts between the Grand Rapids Area Chamber of Commerce and Itasca Economic Development Corporation in the expanded implementation of their “Grow Itasca” BRE program. The information collected through the business interviews done by the Grow Itasca group, assist GREDA in better understanding and serving our local business’ needs.

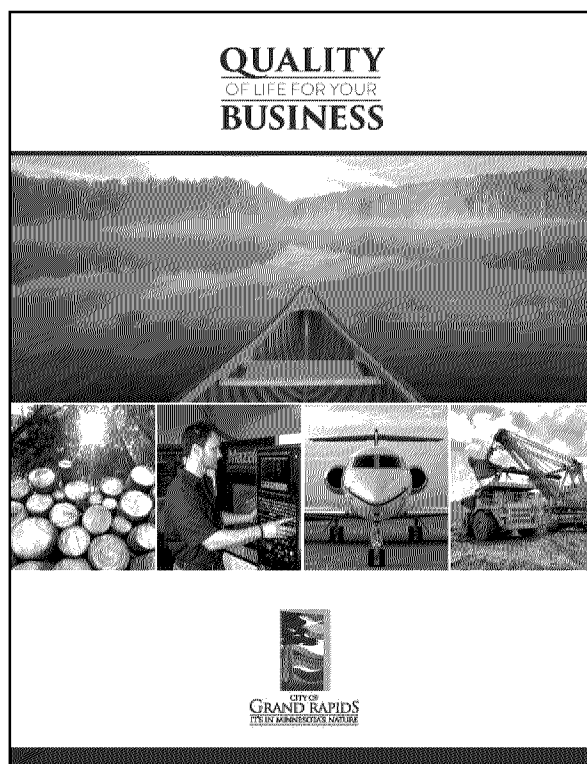
This is not to say, however, that GREDA disregards the value of business attraction efforts, as evidenced by their expanding industrial park areas. With a well-rounded inventory of sites to offer, GREDA has begun to dedicate additional resources to their marketing efforts, including:

- ❖ Updated electronic and printed brochures featuring their property
- ❖ An increased presence on the *northlandconnection.com* regional business portal



- ❖ The GREDA website launched in September 2011 at www.grandrapidseda.com with updated property listing/mapping functions added in 2018.

GREDA twitter account launched October 2012: @GR_EconDevAuth



¹ “The Job Generation Process.” Dr. David Birch, MIT Economist



DEED Small Cities Development Program (SCDP) Grant Application

- ❖ Grant amount awarded in 2017 - \$878,720
- ❖ The grant involves funding the rehabilitation of at least 20 owner occupied residential homes at a maximum assistance of \$22,400/unit and at least 10 commercial building rehabilitations, with a maximum SCDP assistance of \$32,000/rehabilitation project. (Targeted Areas)
- ❖ GREDA offered supplemental financing, with enhanced terms, through its Commercial Building Improvement Loan (CBIL) Program.
- ❖ In October of 2017 GREDA sought applications through a direct mailing to all commercial properties in the designated target areas. We received 19 applications and went through a selection process that chose the 10 that best met the grant objectives. Construction will commence in the spring on many of those projects.
- ❖ A direct mailing by Itasca County HRA to all residential properties in that target area resulted in 10 applicants thus far. Additional marketing of the program will be done in the spring.
- ❖ The grant is open until its expiration on Sept. 30, 2020.
- ❖ Upon completion of the SCDP grant, including the prior SCDP grants in 2009 and 2014, the City/GREDA will have provided over \$665,000 in forgivable SCDP loans to 23 local commercial projects.

Sawmill Inn Redevelopment

- ❖ September 2018 GREDA review and City Council approval of a TIF Redevelopment District Plan and Contract for Private Development with Rebound Hospitality. The TIF assistance, which is generated by the private investment in the site, will finance a portion of the additional expense of acquisition and clearing of the site to allow for:
 - Construction of a new 82 unit hotel
 - Four additional lots for a mixture of commercial development
- ❖ City awarded a \$100,000 MN IRRR grant to assist with demolition expense.

Rapids Brewing

- ❖ Secured a grant extension from MN IRRR for the City's Commercial Redevelopment (Demo) grant

GREDA Commercial Building Improvement Loan Program

- ❖ Three loans, totaling \$105,000, provided to local projects in 2018.
- ❖ Four additional loans, totaling \$127,500, have been approved for ongoing and upcoming projects.
- ❖ Over the last 10 years, GREDA has provided \$679,000 in CBIL loans to 23 local businesses.

Other Current Areas of Activity

- ❖ Developing the subdivision of City property on Golf Course Rd. (plat of Great River Acres) with sites for the West Elementary School as well as future single family and multi-family residential development.
- ❖ Completing final agreements for exchange of property and sale of property to ISD 318 for the East and West Elementary Schools.
- ❖ Beginning the analysis of an application for a TIF Housing District submitted by Oppidan Development.
 - Oppidan is proposing the development of a 119 unit senior housing project with independent, assisted living and memory care facilities.
 - The project, which is proposed in an area between Grand Itasca Clinic and Hospital and the City's property being platted as Great River Acres, represents an investment estimated at over \$27million.
- ❖ Implementation of the Small Cities Development Program (SCDP) commercial and residential redevelopment projects.
- ❖ Continuing the process of updating the City's Comprehensive Plan.



**CITY OF GRAND RAPIDS
ECONOMIC DEVELOPMENT AUTHORITY**

COMBINING STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2018
With Comparative Totals for the Year Ending December 31, 2017

	2017 TOTAL	2018 YTD ACTUAL	2018 ANNUAL BUDGET
Fund Balance 1/1/XX:	\$42,310	\$28,558	\$28,558
REVENUES:			
Taxes		15,000	
Miscellaneous	1,995	779	
Interest - Investments	310	345	500
Interest - Loans	-	-	-
Mortgage Payment	-	-	-
Fund Balance Usage	-	-	14,650
TOTAL REVENUES	2,305	16,124	15,150
EXPENDITURES:			
Supplies/Materials	7	31	50
Other Services/Charges	16,050	13,682	15,100
TOTAL EXPENDITURES	16,057	13,713	15,150
REVENUES > EXPENDITURES	(13,752)	2,411	-
FUND BALANCE			
Fund Balance Usage	(13,752)	2,411	(14,650)
FUND BALANCE 12/31/XX	\$28,558	\$30,969	\$13,908



**CITY OF GRAND RAPIDS
ECONOMIC DEVELOPMENT AUTHORITY**

SCHEDULE OF CHANGES IN REVENUE, EXPENDITURES, AND FUND BALANCE
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2018

Fund Balance 1/1/18	\$713,420
REVENUES:	
Taxes	40,336
Supplemental Aid	3,186
ST/MN-DEED Grant	240,800
ST/MN-IRRRB Grant	
Interest- Investments	7,593
Interest- Loans	5,331
Miscellaneous	8,610
Natural Gas CIAC Fee	13,358
Manufacturing Hanger Rent	6,198
Payment from Govt Unit	300,000
Principal-Loan Payments	30,149
ASV Loan Payments	6,000
Sale of Land held in Inventory	
Loan Proceeds	125,000
TOTAL REVENUES	<u>\$786,561</u>
EXPENDITURES:	
Blandin Foundation Loan Payment	19,871
Miscellaneous Projects	115
Airport South Industrial Parks	26,732
Comm. Building Improvement Loan Program	405,640
DEED Development Programs	240,800
Manufacturing Hanger Expenses	22,319
Rebound/Sawmill Redevelopment	7,284
ASV Parts Distribution Center	131,020
TOTAL EXPENDITURES	<u>\$853,781</u>
2017 REVENUES > EXPENDITURES	(\$67,220)
FUND BALANCE 12/31/18 (1)	<u><u>\$646,200</u></u>

Please Note:

(1) The Fund Balance includes designations for the Comm Bldg Imprv Loans of \$83,317



2019 Work Plan – Overview of Process

The GREDA recently completed the development of their 2019 Work Plan. The work plan development process first involved a review of the unfinished business from the 2018 Work Plan, and a review of the goals stated within Economic Development Element of the Comprehensive Plan. From that exercise, the GREDA Commissioners identified a list of potential objectives for 2019. Those potential objectives were examined and ranked by the individual GREDA members, and, through additional group discussion, the GREDA approved a list of priorities and a work approach for the issues they will take a lead role in completing and those that they will partner with others on.

In developing the list of priority issues, the GREDA considered the following criteria:

Community impact: If the goal is achieved, will the impact be substantial in the community?

Chances of success: Is the objective reasonably attainable?

Resource availability: Does EDA/City of Grand Rapids possess adequate resources to achieve this goal?

EDA ownership: But for the EDA, will any other entity, commission or department achieve this objective?

The resulting work plan can be found on the following three pages of this report.





Grand Rapids Economic Development Authority 2019 Work Plan

* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
Support the stability and growth of existing businesses	Lead	<ul style="list-style-type: none"> ▪ Respond to private development interest, review and consider any requests for public financing, such as TIF and Tax Abatement, sponsor MN Dept. of IRRR commercial redevelopment (demolition) or site development grant requests. ▪ 	<ul style="list-style-type: none"> ▪ Participate in site visits (BRE programs) to existing industrial businesses to hear about their needs, and inform them of programs that can assist them with any plans for expansion, financing of equipment and customized training. ▪ Follow up on action items/leads. 	▪	▪
Lead the update of the Comprehensive Plan Economic Development Element	Lead	<ul style="list-style-type: none"> ▪ Work with the planning consultants and staff to develop the economic development goals and strategies for the City. 			
Collaborate with local and regional EDOs.	Partner	<ul style="list-style-type: none"> ▪ Provide input into IEDC strategic planning. ▪ Work with IEDC on Federal EDA funding activities connected to Blandin layoffs. 	<ul style="list-style-type: none"> ▪ Invite input from IEDC in the City's Comprehensive Plan Update. ▪ Maintain a positive and productive working relationship with IRRR and DEED. 	▪	



* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
Enhance marketing of GREDA services and Grand Rapids area.	Lead	<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪ Develop an updated economic development marketing plan that considers: enhancements to the GREDA website, use of the community message board, print advertising and other appropriate means of communication. 	<ul style="list-style-type: none"> ▪ Implement revised marketing plan. 	<ul style="list-style-type: none"> ▪
Support the growth of retail business	Partner	<ul style="list-style-type: none"> ▪ Review the findings of private retail market analyses to look for action items to make Grand Rapids a more attractive retail market. 	<ul style="list-style-type: none"> ▪ Consider public financing and other forms of assistance to support the redevelopment of key commercial redevelopment sites. 	<ul style="list-style-type: none"> ▪ Consider a partnership with VGR and others to assess market demand for additional lodging and event space. 	<ul style="list-style-type: none"> ▪
Review of development regulations	Lead	<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪ Benchmark Grand Rapids development against other communities in our region. 	<ul style="list-style-type: none"> ▪ Discuss an overview of development regulations to gain understanding and consider any appropriate input or recommendations. 	<ul style="list-style-type: none"> ▪
Collaborate or lead on housing development	Partner	<ul style="list-style-type: none"> ▪ Consider support of an updated housing market analysis. 	<ul style="list-style-type: none"> ▪ Assume the marketing sale and development of housing sites established through the subdivision of City property on the Golf Course Rd. 	<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪
Promote growth and vitality of the downtown	Lead	<ul style="list-style-type: none"> ▪ Continue implementation of the Small Cities Development Program and CBIL program. 	<ul style="list-style-type: none"> ▪ Consider listing Block 20/21 and Block 5 sites with a broker. ▪ Consider the development of a strategic plan for Central School. 	<ul style="list-style-type: none"> ▪ Speak with Central Square Mall owners to determine if GREDA can assist. 	<ul style="list-style-type: none"> ▪



* Results of Issue Identification and Ranking		* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
Focus on industrial manufacturing and emerging markets	Partner	▪	▪ Work with local, regional and state EDO's to attract a next generation forest product manufacturing or other innovative manufacturing use to the former Ainsworth site.	▪ Continue to work with One Aviation/ACC Manufacturing in a restart of operations in Grand Rapids.	▪
Promote growth in healthcare industries	Partner	▪	▪ Support interest in the expansion of senior assisted living/convalescent care facilities.	▪	▪





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0269 **Version:** 1 **Name:** CP 2019-1 Change Order 1 and 2
Type: Agenda Item **Status:** Consent Agenda
File created: 4/29/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider approving Change Orders 1 and 2 related to CP 2019-1, Golf Course Road Utility Extension -Great River Acres
Sponsors:
Indexes:
Code sections:
Attachments: [CO1](#)
[CO2](#)

Date	Ver.	Action By	Action	Result
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Consider approving Change Orders 1 and 2 related to CP 2019-1, Golf Course Road Utility Extension-Great River Acres

Background Information:

Change order 1 includes the installation of an irrigation system at the existing city owned soccer field. For the safety of players and the community, it is recommended that all sports fields are irrigated to ensure they are safe for play.

Change order 2 is for the grading of the ditch inslopes on County Rd 76, changing them from a 1:3 to a 1:4. This is to improve safety.

Staff Recommendation:

City Staff recommends approving Change Orders 1 and 2 related to CP 2019-1, Golf Course Road Utility Extension-Great River Acres in the amounts of \$17,435.00 and \$5,622.00.

Requested City Council Action

Make a motion approving Change Orders 1 and 2 related to CP 2019-1, Golf Course Road Utility Extension-Great River Acres in the amounts of \$17,435.00 and \$5,622.00.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of City of Grand Rapids

Change Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. GRANR 148347	CONTRACT NO. CP 2019-1
CONTRACTOR NAME AND ADDRESS TNT Aggregates, LLC 40 County Road 63 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$17,435.00	

Installation of fully automated irrigation system at the new proposed soccer field.

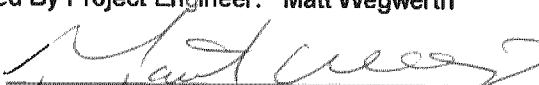

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 022					
2504.601	IRRIGATION SYSTEM	LS	\$17,435.00	1	\$17,435.00
Funding Category No. 022 Total:					\$17,435.00
Change Order No. 1 Total:					\$17,435.00

* 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: TNT Aggregates, LLC
Signed: 	Signed: 
Date: <u>4/25/19</u> Phone: <u>(218) 326-7601</u>	Date: <u>4/25/2019</u> Phone: <u>218.326.1881</u>

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of City of Grand Rapids

Change Order No. 2

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. GRANR 148347	CONTRACT NO. CP 2019-1
CONTRACTOR NAME AND ADDRESS TNT Aggregates, LLC 40 County Road 63 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$5,622.00	

Grading ditch inslopes to 1:4 on CASH 76.

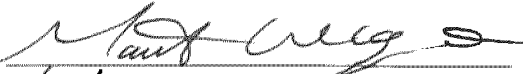
COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 013					
2105.601	SITE GRADING	LS	\$5,622.00	1	\$5,622.00
Funding Category No. 013 Total:					\$5,622.00
Change Order No. 2 Total:					\$5,622.00

* 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: TNT Aggregates, LLC
Signed: 	Signed: 
Date: <u>5/2/19</u> Phone: (218) 326-7601	Date: <u>5/2/2019</u> Phone: 218.326.1881

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 #: 19-0271 **Version:** 1 **Name:** Advertise for bid airport timber sale
Type: Agenda Item **Status:** Consent Agenda
File created: 4/30/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider authorizing Itasca County to advertise for bid the harvest and sale of timber at the Grand Rapids/Itasca County Airport.

Sponsors:

Indexes:

Code sections:

Attachments: [8994](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing Itasca County to advertise for bid the harvest and sale of timber at the Grand Rapids/Itasca County Airport.

Background Information:

As required by the FAA, timber located on certain areas of the airport needs to be cleared to remove obstructions. Itasca County, as part of their annual timber sale, would advertise for the harvest and sale of roughly 75 acres at the Grand Rapids/Itasca County Airport. In addition, the County Land Department would assist with administering the contract. Sale is scheduled for 10:00 am, Friday, June 7, 2019 at the Cohasset Community Center, Cohasset MN. Attached is a copy of the official sale notice.

Staff Recommendation:

City staff is recommending authorizing Itasca County to advertise for bid the harvest and sale of timber at the Grand Rapids/Itasca County Airport.

Requested City Council Action

A motion to authorize Itasca County to advertise for bid the harvest and sale of timber at the Grand Rapids/Itasca County Airport.

NOTICE OF INTERMEDIATE AND REGULAR TIMBER AUCTION SALE

Itasca County Forest Lands are FSC Certified by
NEPCo, NC-FM/COC-1709; FSC 100%

Pursuant to the April 23, 2019, official action of the Itasca County Board of Commissioners and under the provisions of Minnesota Statute 282.04, as amended, timber on tax-forfeited land within Itasca County will be offered for sale WITHOUT the sale of land at an Intermediate and Regular Auction at **10:00 a.m. on Friday, June 7, 2019, at the Cohasset Community Center, Cohasset.** Timber will be sold to the highest bidder at not less than the appraised value listed on the Timber Report. Bidding shall be by ORAL BID ONLY. Bid up shall be by two (or even numbered) percent increments, the percent bid up to be added to the appraised price. Itasca County reserves the right to accept or reject any or all bids. SIGNING A ONE TIME AFFIDAVIT OF COMPLIANCE IS REQUIRED PRIOR TO BEING ABLE TO BID ON COUNTY TIMBER AUCTIONS. **All bidders who have not previously registered (i.e. signed Affidavit of Compliance) must register prior to 4:30 p.m. on Thursday, June 6, 2019.** Interested bidders are responsible to know and comply with all permit regulations and eligibility limits. Bidders must be 18 years and older and in good standing with Itasca County. No bidder can act in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to timber from Itasca County. No bid will be accepted from any bidder having a delinquent or uncollectible timber permit account or a pending timber trespass with a county, state or federal agency. Violation of eligibility limits will result in loss of down payment and/or loss of privilege to purchase stumpage from Itasca County.

All sizes of operations are eligible to purchase timber through Intermediate Auction sale. Each purchaser may have no more than four permits purchased through Intermediate Auction sale in possession at any time. During Intermediate Auction sales an operation may purchase only one (1) permit in the first round of bidding. An operation may purchase more than one permit in the second round of bidding but may not exceed the possession limit of 4 intermediate permits. Intermediate Auction permits will have the duration of three (3) years, unless stated otherwise. Intermediate Auction permits may be granted one extension, not to exceed one year, upon payment of 10% of the uncut "bid up value" balance. The minimum extension fee shall be \$50. Extensions will be granted at the discretion of the District Forester. Intermediate Auction permits are non-transferable, except in case of hardship. Remaining unsold Intermediate Auction tracts may be re-offered through Regular Auction subject to their Intermediate Auction permit terms, but will not be counted towards the Intermediate Auction sale permit limit of four.

The Regular Auction will immediately follow the Intermediate Auction. There is no limit on how many permits may be purchased through Regular Auction. Regular Auction permits will have the duration of three (3) years, unless stated otherwise. Regular Auction permits may be granted one regular extension, not to exceed one year, upon payment of 10% of the uncut "bid up value" balance. The minimum extension fee shall be \$50. Regular extensions will be granted at the discretion of the District Forester. Regular Auction permits may be transferred upon written approval from the Land Commissioner. Each tract not sold at the auction will be available over the counter at the appraised value subject to its "auction permit terms" until withdrawn from sale.

Immediately after the sale, the successful bidder for each tract must pay a minimum non-refundable down payment of 15% of the APPRAISED value for that tract. Two thirds of this payment (10% of the appraised value) will be held as a performance bond, and the remaining amount (5% of the appraised value) as a stumpage advance. The Performance Bond will be kept on deposit by the County and will be refunded upon satisfactory completion of the permit requirements, as judged by the District Forester. A permit to cut and remove the timber from the land will be issued to the purchaser in whose name the bid is made. The price of each species subject to bid will be increased by the bid up percent of the successful bid for that tract. The purchaser must pay for all stumpage prior to cutting. All cut products shall be scaled by Itasca County before being removed from the permit area unless specified otherwise. In the case of tracts that are partitioned into pre-determined cutting blocks,

the total down payment is to be 15% of the APPRAISED value of the ENTIRE permit. A performance bond of 10% of the APPRAISED value of the ENTIRE permit will be deducted from the down payment. The remaining 5% will be applied to the first cutting block that is opened. The stumpage value in each block must be paid in full before any cutting may begin in that block. With the permission of the District Forester, the purchaser may enter unpaid blocks and cut necessary timber incidental to developing logging roads as may be needed to log other blocks, provided that no timber may be removed from an unpaid block until separately scaled and paid for.

Within five (5) business days prior to beginning sale operations, the Purchaser has the option to furnish security for the remaining stumpage value. Under this option, the Purchaser may pay for stumpage after the wood is felled or scaled, rather than paying prior to harvest. Security can be furnished in one of the following forms: Corporate surety bond, cash, certified check, cashier's check, money order, assignable bonds or notes of the United States, an assignment of a bank savings account or investment certificate, or an irrevocable bank letter of credit. No harvesting is permitted until proper security has been furnished or payment in full is received for the remaining stumpage balance. Should the Purchaser default on the permit under the security option prior to when logging begins, the Purchaser shall, at a minimum, lose the 15% down payment as a penalty for not completing the permit requirements. Additionally, the Purchaser may be liable for costs and losses incurred by Itasca County on that permit in excess of the 15% down payment. Costs and losses to Itasca County may include but are not limited to decreases in stumpage upon re-sale of the timber, additional permit layout and sale costs required for re-sale, and loss of timber due to blowdown or disease after the permit has forfeited to Itasca County until the permit is harvested.

It is the responsibility of the bidder to arrange access to the permit area, examine each tract, and know the timber permit requirements as stated in the Timber Report and in the Itasca County Forest Management Guidelines & Specifications. Copies of these requirements are available at the Itasca County Land Department upon request. Submission of bid reflects that Bidder has inspected the tract and its permit requirements. Copies of permit requirements for each tract offered for sale, and further information relative to the bidding specifications, are available at the Land Commissioner's Office, 1177 LaPrairie Ave, Grand Rapids, Minnesota (Telephone number: 218-327-2855; TDD numbers: 218-326- 0316 or 218-327-2941).

Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodations to participate in this sale should inform the Land Department as soon as possible and more than three working days before the sale. Permits can only be awarded to bidders who comply with the Americans with Disabilities Act.

Kory Cease

Itasca County Land Commissioner



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0272	Version:	1	Name:	PW Hiring PT Spring/Summer Maintenance Workers
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	5/1/2019	In control:		In control:	City Council
On agenda:	5/13/2019	Final action:		Final action:	
Title:	Consider authorizing the Public Works Department to hire from the PW Part-Time Eligibility List for the 2019 Spring/Summer Maintenance Season.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PW Part time eligibility list.pdf				

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

Background Information:

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season for all city owned property such as parks, athletic fields, right-of-ways, Itasca Cemetery and the Itasca County Airport. Ratification for the start of employment for this list will be May 13th, 2019 and continue until November 2nd, 2019. The four potential hires from the attachment, if hired, will receive wages of \$12.00 per hour as per the wage schedule changes outlined in RCA 19-0237. The cost for these part-time employees is included in the 2019 Budget.

Staff Recommendation:

Matt Wegwerth, PW Director/City Engineer, approves hiring from the attached PW Part-Time Eligibility List for the 2019 Spring/Summer Maintenance Season.

Requested City Council Action

Make a motion to approve and authorize the Public Works Department hiring part-time workers from the Part-Time Eligibility List for the 2019 Spring/Summer Maintenance Season.

PW 5-13 2019 Spring/Summer PT Eligibility List:

New Hires:

\$12.00

Grant Anderson

Ethan Griese

John Nalan

Isaac Olin

Madison Lathrop

Maya Schroeder

2nd Year Hires: \$12.25

3rd Year Hires:

\$12.50

4th Year Hires: \$12.75

4th Year +: \$13.00



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0275 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 5/2/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider authorizing the mayor to sign a service agreement renewal with SVL for maintenance program on the Library Chiller.
Sponsors:
Indexes:
Code sections:
Attachments: [SVL Service Agreement](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the mayor to sign a service agreement renewal with SVL for maintenance program on the Library Chiller.

Background Information:

This is the annual renewal of a service agreement with SVL for preventative maintenance to the Library Chiller. The total annual cost for the service agreement is \$2656.

Staff Recommendation:

Staff recommends council authorize the mayor to sign annual service agreement with SVL for Library Chiller preventative maintenance at a cost of \$2656.

Requested City Council Action:

Make a motion authorizing the mayor to sign annual service agreement with SVL for Library Chiller preventative maintenance at a cost of \$2656.



April 12, 2019

City of Grand Rapids
420 Pokegama Avenue North
Grand Rapids, MN 55744

Attn: Ron Edminster

RE: Service Agreement Renewal

Dear Ron

Enclosed please find a quote for a service agreement on the new Daikin chiller that was installed at the library in 2014. SVL supplied, started, and serviced the new AGZ075 chiller since it was installed. We offer to continue these essential services for another year (June 1, 2019 through May 31, 2020) for the net price of \$2,656.00

Enclosed, please find two copies of our renewal documents for your records and approval. If these terms are acceptable to you please sign and return one copy to our office.

If you have any questions or need anything please feel free to give me a call or send me an email. My direct line is (651) 288-6682. You can also send me an email at alleng@svl.com. I'm looking forward to working with you.

Sincerely,

Allen Gramse

Allen Gramse
Service Manager
Schwab Vollhaber Lubratt Service Corp.



SERVICE AGREEMENT

We propose the following maintenance program on the equipment located at:

Grand Rapids Library
420 North Pokegama
Grand Rapids, MN 55744

Equipment Covered

(1) McQuay AGZ075 Chiller

PREDICTIVE MAINTENANCE

Spring Inspection:

- Tighten all electrical power wiring connections.
- Perform a meg ohm test on each of the compressors.
- Check the chiller for refrigerant loss.
- Perform an acid and moisture check on each refrigeration circuit if warranted.
- Perform a vibration check of each of the compressors.
- Check the operation of the chiller; this includes all pressures, temperatures and valve operations, etc.
- Review the error log and address any shutdown alarms
- Review the operation of the chiller with the owner representative.

Summer Inspection:

- Completely check the operation of the chiller and make any adjustments or minor repairs that are required to keep the equipment operating properly.
- Clean the condenser coils.
- Check for any shutdown codes that may have occurred.
- Discuss the operation with the owner's representative.

Fall Shutdown:

- Pump the refrigerant into the condenser and close all manual valves so that the refrigerant remains secure on the condenser for the winter months.
- Shut down the chiller so it cannot start.
- Drain the water from the chiller if required.

Comments:

All parts will be invoiced separately.

Hourly rates for services beyond the scope of this contact will receive a 10% discount on our standard service rates. Service rates are subject to change during the term of this agreement.

TOTAL ANNUAL COST OF CONTRACT \$2,656.00



TERMS OF SERVICE AGREEMENT

1. Contract automatically renewable annually at the end of the original term (price subject to revision) and may be cancelled by either party any time during the term by giving at least thirty (30) days **written** notice. Failure to keep your account current shall release Schwab-Vollhaber-Lubratt of performance of this contract.
2. We warrant that all work will be performed in a professional manner by competent technicians. There are no other warranties, express or implied, and we shall not be liable for consequential damages nor expenses incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this agreement. We shall not be liable for loss or damages due to delays or inability to perform as a result of strikes, transportation delays, governmental intervention and/or regulations or other causes beyond our control. The sole remedies for any breach of our warranty are re-performing the work or refunding the price of the work at our option.
3. Repairs, replacements and emergency service occasioned by improper operation, negligence, and misuse of the equipment or due to any cause beyond our control shall be invoiced at prevailing service rates. Repairs, replacements, inspections or modifications required by insurance companies, government, state, municipal or other authority shall be invoiced at prevailing rates.
4. Schwab-Vollhaber-Lubratt shall not be responsible for air balance, ductwork, electrical disconnect switches, recording or portable instruments, gauges or thermometers, appearance of decorative cabinets or corrections to design or installation.

The specific labor and materials on the face of this contract will be furnished for the sum of **\$2,656.00** payable net 30 days after invoice

Respectfully submitted,

Schwab-Vollhaber-Lubratt Service Corp.

By: Allen Gramse
Allen Gramse, Service Manager

Date: April 12, 2019

Accepted by: _____

Title: _____

Date: _____

Contract For The Year: June 1, 2019– May 31, 2020



SERVICE AGREEMENT

We propose the following maintenance program on the equipment located at:

Grand Rapids Library
420 North Pokegama
Grand Rapids, MN 55744

Equipment Covered

(1) McQuay AGZ075 Chiller

PREDICTIVE MAINTENANCE

Spring Inspection:

- Tighten all electrical power wiring connections.
- Perform a meg ohm test on each of the compressors.
- Check the chiller for refrigerant loss.
- Perform an acid and moisture check on each refrigeration circuit if warranted.
- Perform a vibration check of each of the compressors.
- Check the operation of the chiller; this includes all pressures, temperatures and valve operations, etc.
- Review the error log and address any shutdown alarms
- Review the operation of the chiller with the owner representative.

Summer Inspection:

- Completely check the operation of the chiller and make any adjustments or minor repairs that are required to keep the equipment operating properly.
- Clean the condenser coils.
- Check for any shutdown codes that may have occurred.
- Discuss the operation with the owner's representative.

Fall Shutdown:

- Pump the refrigerant into the condenser and close all manual valves so that the refrigerant remains secure on the condenser for the winter months.
- Shut down the chiller so it cannot start.
- Drain the water from the chiller if required.

Comments:

All parts will be invoiced separately.

Hourly rates for services beyond the scope of this contact will receive a 10% discount on our standard service rates. Service rates are subject to change during the term of this agreement.

TOTAL ANNUAL COST OF CONTRACT \$2,656.00



TERMS OF SERVICE AGREEMENT

1. Contract automatically renewable annually at the end of the original term (price subject to revision) and may be cancelled by either party any time during the term by giving at least thirty (30) days **written** notice. Failure to keep your account current shall release Schwab-Vollhaber-Lubratt of performance of this contract.
2. We warrant that all work will be performed in a professional manner by competent technicians. There are no other warranties, express or implied, and we shall not be liable for consequential damages nor expenses incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this agreement. We shall not be liable for loss or damages due to delays or inability to perform as a result of strikes, transportation delays, governmental intervention and/or regulations or other causes beyond our control. The sole remedies for any breach of our warranty are re-performing the work or refunding the price of the work at our option.
3. Repairs, replacements and emergency service occasioned by improper operation, negligence, and misuse of the equipment or due to any cause beyond our control shall be invoiced at prevailing service rates. Repairs, replacements, inspections or modifications required by insurance companies, government, state, municipal or other authority shall be invoiced at prevailing rates.
4. Schwab-Vollhaber-Lubratt shall not be responsible for air balance, ductwork, electrical disconnect switches, recording or portable instruments, gauges or thermometers, appearance of decorative cabinets or corrections to design or installation.

The specific labor and materials on the face of this contract will be furnished for the sum of **\$2,656.00** payable net 30 days after invoice

Respectfully submitted,

Schwab-Vollhaber-Lubratt Service Corp.

By: Allen Gramse
Allen Gramse, Service Manager

Date: April 12, 2019

Accepted by: _____

Title: _____

Date: _____

Contract For The Year: June 1, 2019– May 31, 2020



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0276 **Version:** 1 **Name:** Solicit Bids for new vehicles for Fire, Public Works and Community Development Departments
Type: Agenda Item **Status:** Consent Agenda
File created: 5/3/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [2019 5-13 PW Superintendent Truck](#)
[2019 5-13 CD Pick-up spec](#)
[2019 5-13 CD Pick-up spec crew cab](#)
[2019 5-13 FD 1 ton crew](#)

Date	Ver.	Action By	Action	Result
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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.

Background Information:

The State of Minnesota's Office of State Procurement established a Minnesota Statute which allows eligible entities to purchase goods and contracts called the Minnesota Cooperative Purchasing Venture (CPV). The City of Grand Rapids has been an eligible partner of the CPV since the year 2000.

All three Departments, Fire, Public Works and Community Development, are requesting that the City Council allow them to solicit quotes as per their specific needs as outlined in each of the attached specifications. The CPV will be used for their purchases and all three of these are 2019 Budget Items.

Staff Recommendation:

Matt Wegwerth, recommends soliciting quotes for the three departments utilizing the Minnesota Cooperative Purchasing Venture (CPV).

Requested City Council Action

Consider making a motion to authorize each of the three departments, Fire, Public Works and Community Development to solicit bids for their respective budgeted vehicles utilizing the Minnesota Cooperative Purchasing Venture (CPV).

**CITY OF GRAND RAPIDS
PUBLIC WORKS
DEPARTMENT**

**SPECIFICATIONS
AND
FORM OF PROPOSAL
FOR**

**ONE (1) NEW, 4-WHEEL DRIVE,
Crew CAB,
1/2 Ton PICK-UP**

QUOTES DUE:

**May 22nd, 2019
by 12:00 p.m.**

City of Grand Rapids
Administration Office
420 North Pokegama Ave.
Grand Rapids, MN 55744

QUOTE OPENING:

**May 22nd, 2019
12:05 p.m.**

City of Grand Rapids
City Council Chambers
420 North Pokegama Ave.
Grand Rapids, MN 55744

Please submit both completed Form of Proposal and Specifications in clearly marked, sealed envelope labeled:

QUOTE FOR:

**City of Grand Rapids
Administration Office
420 North Pokegama Ave.
Grand Rapids, MN 55744**

**“ONE (1) NEW, 4-WHEEL DRIVE,
Crew CAB,
1/2Ton PICK-UP”**

Form of Proposal..... Pg. 3
Instructions to Vendors Part 1 Pg. 4
Instructions to Vendors Part 2 Pg. 5
Pick-up Specifications Pg. 6

**PUBLIC WORKS 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, 1/2 ton pick-up, of the following make and model: _____ and _____.

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, 1/2 ton 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 \$ _____

Plus 6.5% Sales Tax \$ _____

Applicable Licenses \$ _____

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

\$ _____

STATE TOTAL PRICE QUOTE IN WORDS BELOW:

Pick-up Delivery Date: _____

PLEASE PRINT: Firm Name: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

INSTRUCTIONS FOR VENDORS - PART 1

1. Vendors shall submit their quotes only on the attached Form of Proposal. Vendors shall fill in all blanks on the Proposal.
2. Vendors may choose to make a proposal that exceeds the requirements of the specifications. If the Vendor's Proposal exceeds the specifications, a description of the exceedance should be given on a separate sheet of paper attached to the Proposal.
3. The total amount specified in the Vendor's Proposal shall be the total cost including any and all taxes, preparation costs, delivery costs and any other expenses involved in delivering the units at no extra cost to the City.
4. The successful Vendor shall furnish with the pick-up:
 - a. Manuals and parts books as detailed below in the Pick-up Specifications;
 - b. Complete fills of all fluids, oils and fuels.
5. The completed Form of Proposal shall be submitted attached to a complete set of Proposal Documents. On the specification pages of those documents, the Vendor shall indicate, in the space provided adjacent to each item, that the pick-ups proposed to be provided meet that item in the specifications.
6. Each Proposal shall include the legal name of the Vendor and shall identify if the Vendor is sole proprietorship, a partnership, a corporation or another legal entity. Proposals shall be signed by the person or persons legally authorized to bind the Vendor to a contract. A bid by a corporation shall further give the state of incorporation and shall have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
7. No erasures on any page of the proposal will be allowed. Any bid containing an erasure may be subject to rejection.
8. To make an alteration or correction the Vendor shall cross out the items to be altered and shall print the correction or alteration in ink or with a typewriter adjacent thereto. Any such alteration or correction shall be initialed in ink by each person signing the Proposal Form.
9. Any clarification or explanation desired by a Vendor must be requested in writing to the City Administrator, Tom Pagel, City Hall Administration Office or tpagel@ci.grand-rapids.mn.us. If a clarification or explanation is necessary, it will be made in the form of an Addendum. No verbal statements by any City official shall be considered an official clarification or explanation.
10. Any modifications, insertions, deletions or changes, except as caused by City Addendum, made by the Vendor to any material contained in these documents may be cause for rejection of the quote.
11. No Vendor shall be allowed to take advantage of any errors or omissions in the Quote Documents.

INSTRUCTIONS FOR VENDORS - PART 2

Where any errors or omissions appear, the Vendor shall promptly notify the City of such errors or omissions. Any inconsistencies in the quote documents are to be reported as soon as noticed and before quotes are opened. Any corrections or clarifications shall be by Addendum issued to all Vendors who have received these documents from the City.

1. Quotes received prior to the time of opening will be securely kept unopened. The City Clerk, whose duty it is to open quotes, will decide when the specified time has arrived and no quote received thereafter will be opened or considered. No responsibility will be attached to the City of Grand Rapids for the premature opening of a quote not properly addressed and identified in accordance with the Quote Documents.
2. Quotes may be withdrawn at any time up until the official opening of the quotes by the City. The City shall not physically release or return any quote for the purpose of withdrawal until after the bids are officially opened.
3. After quotes have been officially opened, no quote may be withdrawn for a period of thirty (30) days.
4. Quotes may be rejected if they indicate any omissions, alterations of form, additions not requested, conditional bids, irregularities or prices that are obviously unbalanced.
5. The City reserves the right to reject any or all quotes if the best interest of the City will thereby be served. The City reserves the right to waive any informality or minor defect where the acceptance, rejection, or waiving of such would be in the best interest of the City.
6. The City shall have the right to take such steps as it deems necessary to determine the ability of the Vendor to provide the equipment. The apparent low Vendor, upon request, shall furnish all such information and data for this purpose.
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PICK-UP SPECIFICATIONS

Unit described shall be, one (1) new, 4-wheel drive, Crew cab, 1/2 ton pick-up that is the manufacturer's latest design and production, complete, serviced, ready for work, and to include all standard equipment. Vendor will indicate compliance with specification by circling "yes" or "no" where indicated and fill in requested information. All exceptions should be noted.

ONE (1) NEW, 4-WHEEL DRIVE, CREW CAB, 1/2 TON PICK-UP

- | | | | | |
|-----|--|---|-------|--|
| 1. | New, 4-Wheel Drive, Crew Cab,
1/2 Ton Pick-up | (Year) _____
(Make) _____
(Model) _____ | | |
| 2. | State Gross Vehicle Weight Rating
(Minimum 6,800 Lbs) | _____ | (GVW) | |
| 3. | Crew Cab, 6'6" Box | yes | no | |
| 4. | Four Wheel Drive (4X4) | yes | no | |
| 5. | 3.23 to 3.92 Rear Axle Ratio, W/Limited Slip | yes | no | |
| 6. | Heavy Duty Suspension Package | yes | no | |
| 7. | Complete Body Rust Proofing | yes | no | |
| 8. | Minimum 5.0L V-8 Gasoline Powered Engine or Equivalent | yes | no | |
| 9. | Automatic Transmission W/Overdrive | yes | no | |
| 10. | Power Steering and Power Brakes | yes | no | |
| 11. | Highest Output Alternator and Highest CCA Battery Available
Please State Output Capacity:
Alternator _____ Amps
Battery _____ CCA | yes | no | |
| 12. | All-Terrain LT Tires, 17" Minimum W/Equal Size Spare | yes | no | |
| 13. | Heavy Duty Towing Package W/Receiver Hitch & Brake Controls | yes | no | |
| 14. | Cloth Headliner and Cloth Bucket Seats | yes | no | |
| 15. | Power Mirrors | yes | no | |
| 16. | Fuel Capacity (25 Gal Minimum) | yes | no | |
| 17. | Daytime Running Lights | yes | no | |
| 18. | Front Bumper and Rear Step Bumper | yes | no | |
| 19. | Heavy Duty Rubber Floor Mats Front & Rear
State Brand: Weather Tech or Molded Floor Mat Minimizer | yes | no | |

20.	Air Conditioning	yes	no
21.	Cruise Control	yes	no
22.	AM/FM Stereo Radio	yes	no
23.	Back-Up Camera	yes	no
24.	Blue Tooth Capability	yes	no
23.	Federal Emissions	yes	no
24.	Manuals – 1 Set for Factory Service Parts, Emissions, Electrical and Drive Ability (Availability through CD or Internet is approved equal)	yes	no
25.	Units Shall Comply With All State and Federal Laws and Regulations	yes	no
26.	Auxiliary Switch Bank (4)-Factory Installed	yes	no
27.	Color – Silver	yes	no
28.	Block Heater	yes	no

**CITY OF GRAND RAPIDS
COMMUNITY DEVELOPMENT
DEPARTMENT**

**SPECIFICATIONS
AND
FORM OF PROPOSAL
FOR**

**ONE (1) NEW, 4-WHEEL DRIVE,
QUAD CAB,
1/2Ton PICK-UP**

QUOTES DUE:

**May 22nd, 2019
by 12:00 p.m.**

City of Grand Rapids
Administration Office
420 North Pokegama Ave.
Grand Rapids, MN 55744

QUOTE OPENING:

**May 22nd, 2019
12:05 p.m.**

City of Grand Rapids
City Council Chambers
420 North Pokegama Ave.
Grand Rapids, MN 55744

**Please submit both completed Form of Proposal and Specifications in clearly
marked, sealed envelope labeled:**

QUOTE FOR:

**City of Grand Rapids
Administration Office
420 North Pokegama Ave.
Grand Rapids, MN 55744**

**“ONE (1) NEW, 4-WHEEL DRIVE,
QUAD CAB,
1/2Ton PICK-UP”**

Form of Proposal..... Pg. 3
Instructions to Vendors Part 1 Pg. 4
Instructions to Vendors Part 2 Pg. 5
Pick-up Specifications Pg. 6

**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, quad cab, 1/2ton pick-up, of the following make and model: _____ and _____.

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, quad 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, Quad Cab, 1/2 Ton Pick-up..... \$ _____

Plus 6.5% Sales Tax \$ _____

Applicable Licenses \$ _____

TOTAL PRICE QUOTE FOR; 1 New, 4-Wheel Drive, Quad Cab, 1/2Ton Pick-up:

\$ _____

STATE TOTAL PRICE QUOTE IN WORDS BELOW:

Pick-up Delivery Date: _____

PLEASE PRINT: Firm Name: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

INSTRUCTIONS FOR VENDORS - PART 1

1. Vendors shall submit their quotes only on the attached Form of Proposal. Vendors shall fill in all blanks on the Proposal.
2. Vendors may choose to make a proposal that exceeds the requirements of the specifications. If the Vendor's Proposal exceeds the specifications, a description of the exceedance should be given on a separate sheet of paper attached to the Proposal.
3. The total amount specified in the Vendor's Proposal shall be the total cost including any and all taxes, preparation costs, delivery costs and any other expenses involved in delivering the units at no extra cost to the City.
4. The successful Vendor shall furnish with the pick-up:
 - a. Manuals and parts books as detailed below in the Pick-up Specifications;
 - b. Complete fills of all fluids, oils and fuels.
5. The completed Form of Proposal shall be submitted attached to a complete set of Proposal Documents. On the specification pages of those documents, the Vendor shall indicate, in the space provided adjacent to each item, that the pick-ups proposed to be provided meet that item in the specifications.
6. Each Proposal shall include the legal name of the Vendor and shall identify if the Vendor is sole proprietorship, a partnership, a corporation or another legal entity. Proposals shall be signed by the person or persons legally authorized to bind the Vendor to a contract. A bid by a corporation shall further give the state of incorporation and shall have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
7. No erasures on any page of the proposal will be allowed. Any bid containing an erasure may be subject to rejection.
8. To make an alteration or correction the Vendor shall cross out the items to be altered and shall print the correction or alteration in ink or with a typewriter adjacent thereto. Any such alteration or correction shall be initialed in ink by each person signing the Proposal Form.
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11. No Vendor shall be allowed to take advantage of any errors or omissions in the Quote Documents.

INSTRUCTIONS FOR VENDORS - PART 2

Where any errors or omissions appear, the Vendor shall promptly notify the City of such errors or omissions. Any inconsistencies in the quote documents are to be reported as soon as noticed and before quotes are opened. Any corrections or clarifications shall be by Addendum issued to all Vendors who have received these documents from the City.

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4. Quotes may be rejected if they indicate any omissions, alterations of form, additions not requested, conditional bids, irregularities or prices that are obviously unbalanced.
5. The City reserves the right to reject any or all quotes if the best interest of the City will thereby be served. The City reserves the right to waive any informality or minor defect where the acceptance, rejection, or waiving of such would be in the best interest of the City.
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PICK-UP SPECIFICATIONS

Unit described shall be, one (1) new, 4-wheel drive, quad cab, 1/2ton pick-up that is the manufacturer's latest design and production, complete, serviced, ready for work, and to include all standard equipment. Vendor will indicate compliance with specification by circling "yes" or "no" where indicated and fill in requested information. All exceptions should be noted.

ONE (1) NEW, 4-WHEEL DRIVE, QUAD CAB, 1/2TON PICK-UP

- | | | | | |
|-----|--|---|-------|--|
| 1. | New, 4-Wheel Drive, Quad Cab,
1/2Ton Pick-up | (Year) _____
(Make) _____
(Model) _____ | | |
| 2. | State Gross Vehicle Weight Rating
(Minimum 6,800 Lbs) | _____ | (GVW) | |
| 3. | Quad Cab, 6'6" Box | yes | no | |
| 4. | Four Wheel Drive (4X4) | yes | no | |
| 5. | 3.23 to 3.92 Rear Axle Ratio, W/Limited Slip | yes | no | |
| 6. | Heavy Duty Suspension Package | yes | no | |
| 7. | Complete Body Rust Proofing | yes | no | |
| 8. | Minimum 5.0L V-8 Gasoline Powered Engine or Equivalent | yes | no | |
| 9. | Automatic Transmission W/Overdrive | yes | no | |
| 10. | Power Steering and Power Brakes | yes | no | |
| 11. | Highest Output Alternator and Highest CCA Battery Available
Please State Output Capacity:
Alternator _____ Amps
Battery _____ CCA | yes | no | |
| 12. | All-Terrain Tires, 17" Minimum W/Equal Size Spare | yes | no | |
| 13. | Heavy Duty Towing Package W/Receiver Hitch & Brake Controls | yes | no | |
| 14. | Cloth Headliner and Cloth Bench Seat | yes | no | |
| 15. | Mirrors, Manual Telescoping Towing Type | yes | no | |
| 16. | Fuel Capacity (25 Gal Minimum) | yes | no | |
| 17. | Daytime Running Lights | yes | no | |
| 18. | Front Bumper and Rear Step Bumper | yes | no | |
| 19. | Heavy Duty Rubber Floor Mats Front & Rear
State Brand: Weather Tech or Molded Floor Mat Minimizer | yes | no | |

20.	Air Conditioning	yes	no
21.	Cruise Control	yes	no
22.	AM/FM Stereo Radio	yes	no
23.	Back-Up Camera	yes	no
24.	Blue Tooth Capability	yes	no
23.	Federal Emissions	yes	no
24.	Manuals – 1 Set for Factory Service Parts, Emissions, Electrical and Drive Ability (Availability through CD or Internet is approved equal)	yes	no
25.	Units Shall Comply With All State and Federal Laws and Regulations	yes	no
26.	Auxiliary Switch Bank (4)-Factory Installed	yes	no
27.	Color – Silver	yes	no
28.	Block Heater	yes	no

**CITY OF GRAND RAPIDS
COMMUNITY DEVELOPMENT
DEPARTMENT**

**SPECIFICATIONS
AND
FORM OF PROPOSAL
FOR**

**ONE (1) NEW, 4-WHEEL DRIVE,
CREW CAB,
1/2Ton PICK-UP**

QUOTES DUE:

**May 22nd, 2019
by 12:00 p.m.**

City of Grand Rapids
Administration Office
420 North Pokegama Ave.
Grand Rapids, MN 55744

QUOTE OPENING:

**May 22nd, 2019
12:05 p.m.**

City of Grand Rapids
City Council Chambers
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Grand Rapids, MN 55744

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QUOTE FOR:

**City of Grand Rapids
Administration Office
420 North Pokegama Ave.
Grand Rapids, MN 55744**

**“ONE (1) NEW, 4-WHEEL DRIVE,
CREW CAB,
1/2Ton PICK-UP”**

Form of Proposal..... Pg. 3
Instructions to Vendors Part 1 Pg. 4
Instructions to Vendors Part 2 Pg. 5
Pick-up Specifications Pg. 6

**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: _____ and _____.

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 \$ _____

Plus 6.5% Sales Tax \$ _____

Applicable Licenses \$ _____

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

\$ _____

STATE TOTAL PRICE QUOTE IN WORDS BELOW:

Pick-up Delivery Date: _____

PLEASE PRINT: Firm Name: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

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 - a. Manuals and parts books as detailed below in the Pick-up Specifications;
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PICK-UP SPECIFICATIONS

Unit described shall be, one (1) new, 4-wheel drive, Crew cab, 1/2ton pick-up that is the manufacturer's latest design and production, complete, serviced, ready for work, and to include all standard equipment. Vendor will indicate compliance with specification by circling "yes" or "no" where indicated and fill in requested information. All exceptions should be noted.

ONE (1) NEW, 4-WHEEL DRIVE, Crew CAB, 1/2TON PICK-UP

- | | | | | |
|-----|--|---|-------|----|
| 1. | New, 4-Wheel Drive, Crew Cab,
1/2Ton Pick-up | (Year) _____
(Make) _____
(Model) _____ | | |
| 2. | State Gross Vehicle Weight Rating
(Minimum 6,800 Lbs) | _____ | (GVW) | |
| 3. | Crew Cab, 6'6" Box | | yes | no |
| 4. | Four Wheel Drive (4X4) | | yes | no |
| 5. | 3.23 to 3.92 Rear Axle Ratio, W/Limited Slip | | yes | no |
| 6. | Heavy Duty Suspension Package | | yes | no |
| 7. | Complete Body Rust Proofing | | yes | no |
| 8. | Minimum 5.0L V-8 Gasoline Powered Engine or Equivalent | | yes | no |
| 9. | Automatic Transmission W/Overdrive | | yes | no |
| 10. | Power Steering and Power Brakes | | yes | no |
| 11. | Highest Output Alternator and Highest CCA Battery Available
Please State Output Capacity:
Alternator _____ Amps
Battery _____ CCA | | yes | no |
| 12. | All-Terrain Tires, 17" Minimum W/Equal Size Spare | | yes | no |
| 13. | Heavy Duty Towing Package W/Receiver Hitch & Brake Controls | | yes | no |
| 14. | Cloth Headliner and Cloth Bench Seat | | yes | no |
| 15. | Mirrors, Manual Telescoping Towing Type | | yes | no |
| 16. | Fuel Capacity (25 Gal Minimum) | | yes | no |
| 17. | Daytime Running Lights | | yes | no |
| 18. | Front Bumper and Rear Step Bumper | | yes | no |
| 19. | Heavy Duty Rubber Floor Mats Front & Rear
State Brand: Weather Tech or Molded Floor Mat Minimizer | | yes | no |

20.	Air Conditioning	yes	no
21.	Cruise Control	yes	no
22.	AM/FM Stereo Radio	yes	no
23.	Back-Up Camera	yes	no
24.	Blue Tooth Capability	yes	no
23.	Federal Emissions	yes	no
24.	Manuals – 1 Set for Factory Service Parts, Emissions, Electrical and Drive Ability (Availability through CD or Internet is approved equal)	yes	no
25.	Units Shall Comply With All State and Federal Laws and Regulations	yes	no
26.	Auxiliary Switch Bank (4)-Factory Installed	yes	no
27.	Color – Silver	yes	no
28.	Block Heater	yes	no

**CITY OF GRAND RAPIDS
FIRE DEPARTMENT**

**SPECIFICATIONS
AND
FORM OF PROPOSAL
FOR**

**ONE (1) NEW, 4-WHEEL DRIVE
1 TON CREW CAB PICK-UP**

QUOTES DUE:

**June 5th , 2019
by 12:00 p.m.**

City of Grand Rapids
Administration Office
420 North Pokegama Ave.
Grand Rapids, MN 55744

QUOTE OPENING:

**June 5th , 2019
12:05 p.m.**

City of Grand Rapids
City Council Chambers
420 North Pokegama Ave.
Grand Rapids, MN 55744

Please submit both completed Form of Proposal and Specifications in clearly marked, sealed envelope labeled:

QUOTE FOR:

**City of Grand Rapids
Administration Office
420 North Pokegama Ave.
Grand Rapids, MN 55744**

(1) NEW, 4-WHEEL DRIVE, 1TON CREW CAB PICK-UP

Form of Proposal..... Pg. 3
Instructions to Vendors Part 1 Pg. 4
Instructions to Vendors Part 2 Pg. 5
Pick-up Specifications Pg. 6

**FIRE 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, 1ton Crew Cab pick-up of the following make and model: _____ and _____ (***see page 7 for distributor info**).

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, 1ton Crew Cab 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 Pick-up	\$ _____
Plus 6.5% Sales Tax	\$ _____
Total Applicable Licenses	\$ _____

TOTAL PRICE QUOTE FOR PICK-UP: \$ _____

STATE TOTAL PRICE QUOTE IN WORDS BELOW:

Pick-up Delivery Date: _____

PLEASE PRINT: Firm Name: _____

Address: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

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PICK-UP SPECIFICATIONS

Unit described shall be new, four-wheel-drive 1ton pick-up that is the manufacturer’s latest design and production, complete, serviced, ready for work, and to include all standard equipment. Vendor will indicate compliance with specification by circling “yes” or “no” where indicated or fill in requested information. All exceptions should be noted.

ONE (1) NEW, 4-WHEEL DRIVE, 1TON CREW CAB PICK-UP

- | | | | | |
|-----|--|---|-------|--|
| 1. | 1 New, Crew cab, 1ton pick-up truck
(Please state Year, Make and Model#) | (Year) _____
(Make) _____
(Model) _____ | | |
| 2. | State Gross Vehicle Weight rating
(Minimum 9,500 lbs) | _____ | (GVW) | |
| 3. | Crew Cab 6’6” Box | yes | no | |
| 4. | Four wheel drive (4X4) | yes | no | |
| 5. | 3.73 to 4.10 rear axle ratio with limited slip | yes | no | |
| 6. | Heavy duty suspension package | yes | no | |
| 7. | Complete body rust proofing | yes | no | |
| 8. | Minimum 6.0L V-8 gasoline powered engine or equivalent | yes | no | |
| 9. | Automatic transmission w/overdrive | yes | no | |
| 10. | Power steering and power brakes | yes | no | |
| 11. | Highest output alternator and highest CCA battery available
Please state output capacity:
Alternator _____ Amps
Battery _____ CCA | yes | no | |
| 12. | State Additional Price for isolated auxiliary battery
\$ _____ | yes | no | |
| 13. | All-terrain tires 17” minimum w/equal size spare | yes | no | |
| 14. | Heavy duty towing package w/receiver hitch & brake controls | yes | no | |
| 15. | Cloth headliner and cloth bucket seat | yes | no | |
| 16. | Mirrors, Manual Telescoping Towing Type | yes | no | |
| 17. | Fuel capacity (25 gal minimum) | yes | no | |
| 18. | Daytime running lights | yes | no | |
| 19. | Front bumper and rear step bumper | yes | no | |

20.	Heavy duty rubber floor mats front & rear State brand: Weather Tech or Molded Floor Mat Minimizer	yes	no
<hr/>			
21.	Air conditioning	yes	no
22.	AM/FM stereo radio	yes	no
23.	Back-up camera	yes	no
24.	Blue Tooth capability	yes	no
25.	Federal Emissions	yes	no
26.	Manuals – 1 set for factory service parts, emissions, electrical and drive ability (Availability through CD or Internet is approved equal)	yes	no
27.	Unit shall comply with all state and federal laws and regulations	yes	no
28.	Auxiliary switch bank (4)-factory installed	yes	no
29.	Color Red	yes	no
30.	Block Heater	yes	no



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0277 **Version:** 1 **Name:** Approve CP 2019-2 Cutsforth Easement
Type: Agenda Item **Status:** Consent Agenda
File created: 5/3/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [02d Offer Letter](#)
[03d Offer Letter](#)
[03b Public Service and Infrastructure Easement 2204 updated - Signed](#)
[02b Public Service and Infrastructure Easement 2203 updated - Signed](#)

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

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.

Background Information:

The property owner has executed the necessary documents and the total cost for these easements is \$5,537.30. The documents are attached.

Staff Recommendation:

City staff is recommending approval of 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.

Requested City Council Action

A motion to approve public service and infrastructure permanent easements and authorize payment in the amount of \$5,537.30 to Cutsforth Inc. related to CP 2019-2, Grand Rapids-Cohasset Connection Trail.



OFFER LETTER

November 19, 2018

Cutsforth Holdings, LLC
113 Cherry Street, #49017
Seattle, WA 98104

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. Cutsforth

The City of Grand Rapids hereby submits to you an offer of **\$500.00**, which is the amount of the minimum easement value for parcel 91-019-2203 and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT" attached hereto, disregarding any change in the before value of the property caused by Grand Rapids/Cohasset Connection Trail project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer, you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the



OFFER LETTER

November 19, 2018

Cutsforth Holdings, LLC
113 Cherry Street, #49017
Seattle, WA 98104

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. Cutsforth

The City of Grand Rapids hereby submits to you an offer of **\$5,037.30**, which is the amount of the appraised market value for parcel 91-019-2204 and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT" attached hereto, disregarding any change in the before value of the property caused by Grand Rapids/Cohasset Connection Trail project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer, you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 1st day of May, 2019 between **Cutsforth Holdings LLC, a Limited Liability Corporation**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the **CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation**, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

Parcel 91-019-2204

Existing Legal Description (Itasca County GIS Mapping System)

THAT PART OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 55 NORTH, RANGE 25 WEST, ITASCA COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST COMER OF SAID GOVERNMENT LOT 3; THENCE NORTH 86 DEGREES 48 MINUTES 06 SECONDS EAST, ASSIGNED BEARING, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 190.35 FEET TO THE NORTHEAST COMER OF THE WEST 190.00 FEET OF SAID GOVERNMENT LOT 3; THENCE SOUTH 00 DEGREES 17 MINUTES, 11 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST 190.00 FEET A DISTANCE OF 505.94 FEET; THENCE SOUTH 44 DEGREES 19 MINUTES 07 SECONDS EAST 409.82 FEET; THENCE SOUTH 85 DEGREES 17 MINUTES 34 SECONDS EAST 432.64 FEET; THENCE SOUTH 75 DEGREES 32 MINUTES 33 SECONDS EAST 150.27 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED;

THENCE CONTINUE SOUTH 75 DEGREES 32 MINUTES 33 SECONDS EAST 148.89 FEET; THENCE SOUTH 53 DEGREES 17 MINUTES 09 SECONDS EAST 339.36 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE NORTH 02 DEGREES 03 MINUTES 08 SECONDS EAST, ALONG SAID EAST LINE, 1186. 71 FEET TO THE NORTHEAST COMER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 86 DEGREES 48 MINUTES 06 SECONDS WEST, ALONG SAID NORTH LINE, 459.43 FEET TO THE INTERSECTION WITH A LINE BEARING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 920.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SAID GOVERNMENT LOT 3 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST COMER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 01 DEGREES 45 MINUTES 58 SECONDS WEST, BEARING ASSUMED, ALONG THE EAST LINE THEREOF, 630 FEET, MORE OR LESS, TO INTERSECT THE NORTHERLY SHORE OF THE MISSISSIPPI RIVER; THENCE SOUTHWESTERLY, ALONG SAID SHORE TO INTERSECT THE WEST LINE OF THE EAST 75.00 FEET OF SAID GOVERNMENT LOT

3; THENCE NORTH 01 DEGREES 45 MINUTES 58 SECONDS EAST, ALONG SAID WEST LINE, 622 FEET, MORE OR LESS, TO INTERSECT THE NORTH LINE OF GOVERNMENT LOT 3; THENCE NORTH 86 DEGREES 30 MINUTES 55 SECONDS EAST, ALONG SAID NORTH LINE A DISTANCE OF 75.32 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD. TO HAVE AND TO HOLD THE SAME, TOGETHER WITH ALL THE HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

WHEREAS, Grantor has agreed to grant Grantee an easement for multi-use trail purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:

GRANTEE SHALL JOINTLY AND SEVERALLY WITH GRANTEE'S AGENTS, SUCCESSORS AND ASSIGNS INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ALL CLAIMS FOR DAMAGE TO PROPERTY, INCLUDING GRANTEE'S PROPERTY, OR INJURY TO OR DEATH OF PERSONS ARISING OUT OF OR RESULTING FROM THE PRESENCE OR ACTIVITIES BY OR ON BEHALF OF GRANTOR IN OR UPON THE EASEMENT, EXCEPTING ONLY THAT PORTION OF ANY CLAIM FOR DAMAGE, INJURY OR DEATH TO WHICH GRANTOR HAS CONTRIBUTED BY GRANTOR'S OWN WILLFUL, WANTON OR GROSSLY NEGLIGENT ACTS. IT IS THE INTENTION OF GRANTEE AND GRANTOR THAT NO ADDITIONAL RISK OR LIABILITY IS OR SHALL BE INCURRED BY GRANTOR BY THE GRANTING OF THE EASEMENT.

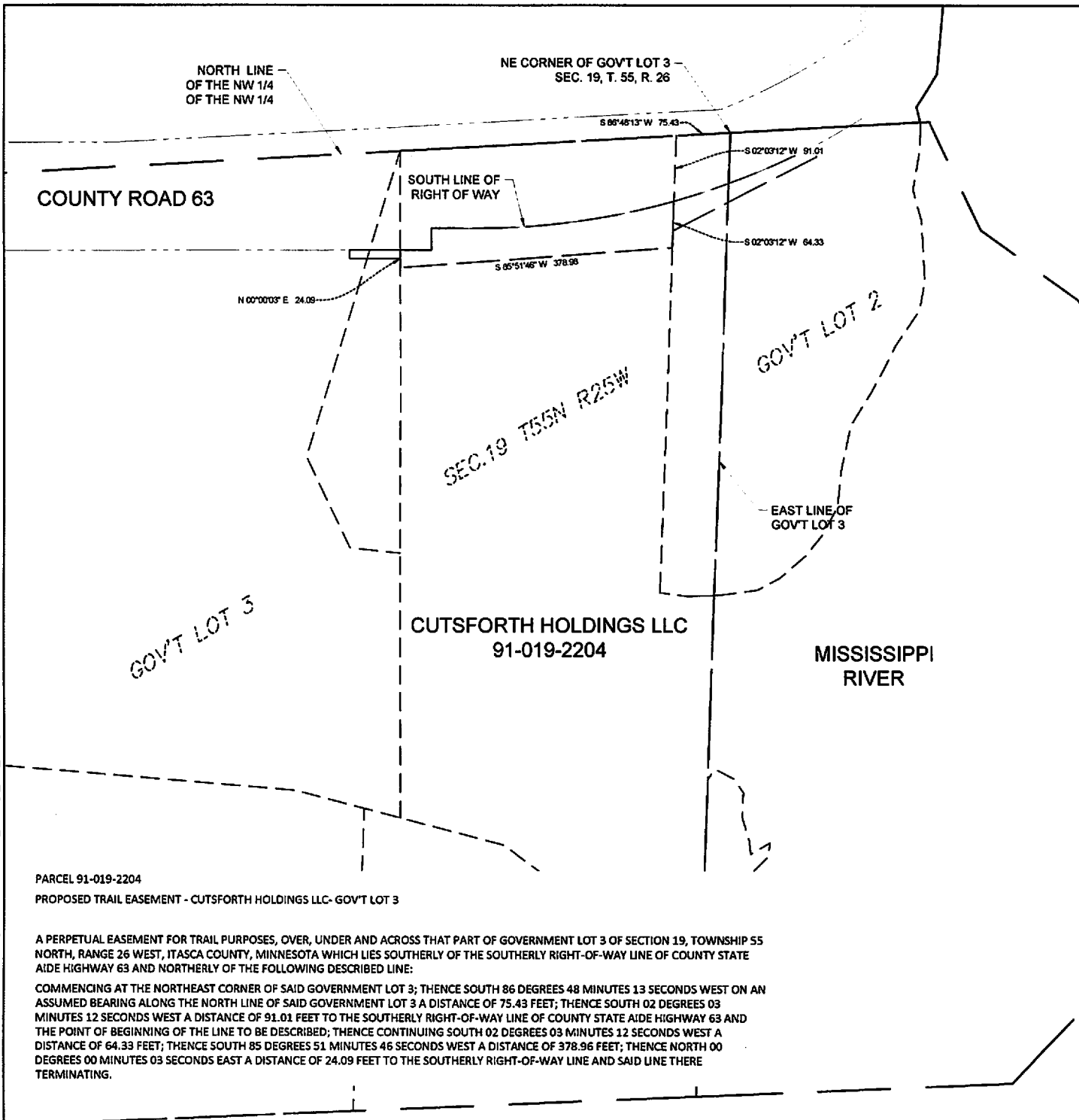
Rights to be Acquired:

Parcel 91-019-2204

Cutsforth Holdings LLC, a Limited Liability Corporation

A PERPETUAL EASEMENT FOR TRAIL PURPOSES, OVER, UNDER AND ACROSS THAT PART OF GOVERNMENT LOT 3 OF SECTION 19, TOWNSHIP 55 NORTH, RANGE 25 WEST, ITASCA COUNTY, MINNESOTA WHICH LIES SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY STATE AIDE HIGHWAY 63 AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 86 DEGREES 48 MINUTES 13 SECONDS WEST ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 75.43 FEET; THENCE SOUTH 02 DEGREES 03 MINUTES 12 SECONDS WEST A DISTANCE OF 91.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY STATE AIDE



PARCEL 91-019-2204
 PROPOSED TRAIL EASEMENT - CUTSFORTH HOLDINGS LLC- GOV'T LOT 3

A PERPETUAL EASEMENT FOR TRAIL PURPOSES, OVER, UNDER AND ACROSS THAT PART OF GOVERNMENT LOT 3 OF SECTION 19, TOWNSHIP 55 NORTH, RANGE 26 WEST, ITASCA COUNTY, MINNESOTA WHICH LIES SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY STATE AIDE HIGHWAY 63 AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

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LEGEND

PROPOSED - EASEMENT		QUARTER SECTION	
SECTION LINE		RIGHT-OF-WAY	
PROPERTY LINE			



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

Date: 11/19/18 DANIEL W. SKINNER, LS
 Lic. No. 40827

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

FILE NO.
 GRANR 147877

DATE:
 11/19/18

**CUTSFORTH HOLDINGS LLC
 EASEMENT EXHIBIT
 GRAND RAPIDS, MINNESOTA**

**EXHIBIT
 NO. 1**

Save: 11/21/2018 10:27 AM jreeman Plot: 11/21/2018 10:35 AM p:\FUGIGRANR147877\Final-dwg\51-drawings\10-Civil\cad\dwg\assessments\Cutsforth_Holdings_LLC_2.dwg

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 1st day of May, 2019 between **Cutsforth Holdings LLC, a Limited Liability Corporation**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

Parcel 91-019-2203

Existing Legal Description (Itasca County GIS Mapping System)

THAT PART OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 55 NORTH, RANGE 25 WEST, ITASCA COUNTY, MINNESOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST COMER OF SAID GOVERNMENT LOT 3; THENCE NORTH 86 DEGREES 48 MINUTES 06 SECONDS EAST, ASSIGNED BEARING, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 190.35 FEET TO THE NORTHEAST COMER OF THE WEST 190.00 FEET OF SAID GOVERNMENT LOT 3; THENCE SOUTH 00 DEGREES 17 MINUTES, 11 SECONDS WEST, ALONG THE EAST LINE OF SAID WEST 190.00 FEET A DISTANCE OF 505.94 FEET; THENCE SOUTH 44 DEGREES 19 MINUTES 07 SECONDS EAST 409.82 FEET; THENCE SOUTH 85 DEGREES 17 MINUTES 34 SECONDS EAST 432.64 FEET; THENCE SOUTH 75 DEGREES 32 MINUTES 33 SECONDS EAST 150.27 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE CONTINUE SOUTH 75 DEGREES 32 MINUTES 33 SECONDS EAST 148.89 FEET; THENCE SOUTH 53 DEGREES 17 MINUTES 09 SECONDS EAST 339.36 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE NORTH 02 DEGREES 03 MINUTES 08 SECONDS EAST, ALONG SAID EAST LINE, 1186.71 FEET TO THE NORTHEAST COMER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 86 DEGREES 48 MINUTES 06 SECONDS WEST, ALONG SAID NORTH LINE, 459.43 FEET TO THE INTERSECTION WITH A LINE BEARING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 920.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PART OF SAID GOVERNMENT LOT 3 DESCRIBED AS FOLLOWS:

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ALONG SAID SHORE TO INTERSECT THE WEST LINE OF THE EAST 75.00 FEET OF SAID GOVERNMENT LOT 3; THENCE NORTH 01 DEGREES 45 MINUTES 58 SECONDS EAST, ALONG SAID WEST LINE, 622 FEET, MORE OR LESS, TO INTERSECT THE NORTH LINE OF GOVERNMENT LOT 3; THENCE NORTH 86 DEGREES 30 MINUTES 55 SECONDS EAST, ALONG SAID NORTH LINE A DISTANCE OF 75.32 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD. TO HAVE AND TO HOLD THE SAME, TOGETHER WITH ALL THE HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

WHEREAS, Grantor has agreed to grant Grantee an easement for multi-use trail purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:

GRANTEE SHALL JOINTLY AND SEVERALLY WITH GRANTEE'S AGENTS, SUCCESSORS AND ASSIGNS INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ALL CLAIMS FOR DAMAGE TO PROPERTY, INCLUDING GRANTEE'S PROPERTY, OR INJURY TO OR DEATH OF PERSONS ARISING OUT OF OR RESULTING FROM THE PRESENCE OR ACTIVITIES BY OR ON BEHALF OF GRANTOR IN OR UPON THE EASEMENT, EXCEPTING ONLY THAT PORTION OF ANY CLAIM FOR DAMAGE, INJURY OR DEATH TO WHICH GRANTOR HAS CONTRIBUTED BY GRANTOR'S OWN WILLFUL, WANTON OR GROSSLY NEGLIGENT ACTS. IT IS THE INTENTION OF GRANTEE AND GRANTOR THAT NO ADDITIONAL RISK OR LIABILITY IS OR SHALL BE INCURRED BY GRANTOR BY THE GRANTING OF THE EASEMENT.

Rights to be Acquired:

Parcel 91-019-2203

Cutsforth Holdings LLC, a Limited Liability Corporation

A PERPETUAL EASEMENT FOR TRAIL PURPOSES, OVER, UNDER AND ACROSS THAT PART OF GOVERNMENT LOT 3 OF SECTION 19, TOWNSHIP 55 NORTH, RANGE 25 WEST, ITASCA COUNTY, MINNESOTA WHICH LIES SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY STATE AIDE HIGHWAY 63 AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

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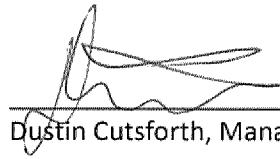
SECONDS WEST A DISTANCE OF 143.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY STATE AIDE HIGHWAY 63 AND THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 06 MINUTES 57 SECONDS WEST A DISTANCE OF 12.31 FEET; THENCE NORTH 85 DEGREES 53 MINUTES 53 SECONDS EAST A DISTANCE OF 45.85 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST A DISTANCE OF 11.75 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE AND SAID LINE THERE TERMINATING.

Containing 517 SF, more or less.

Easement shown on attached EXHIBIT 1

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: Cutsforth Holdings LLC, a Limited Liability Corporation

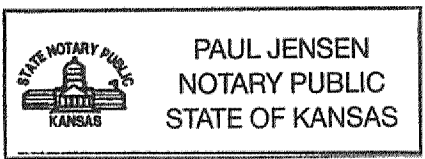


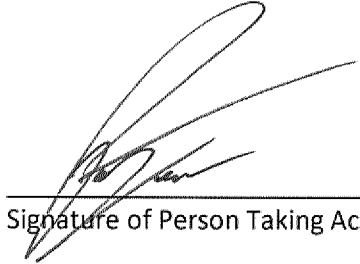
Dustin Cutsforth, Manager of Cutsforth Holdings LLC

Kansas
STATE OF MINNESOTA)
COUNTY OF Johnson) ss:

The foregoing instrument was acknowledged before me this 1 day of May, 2019, by Dustin Cutsforth, Manager of and on behalf of Cutsforth Holdings LLC, a Limited Liability Corporation, Grantor

(Notary Stamp or Seal)

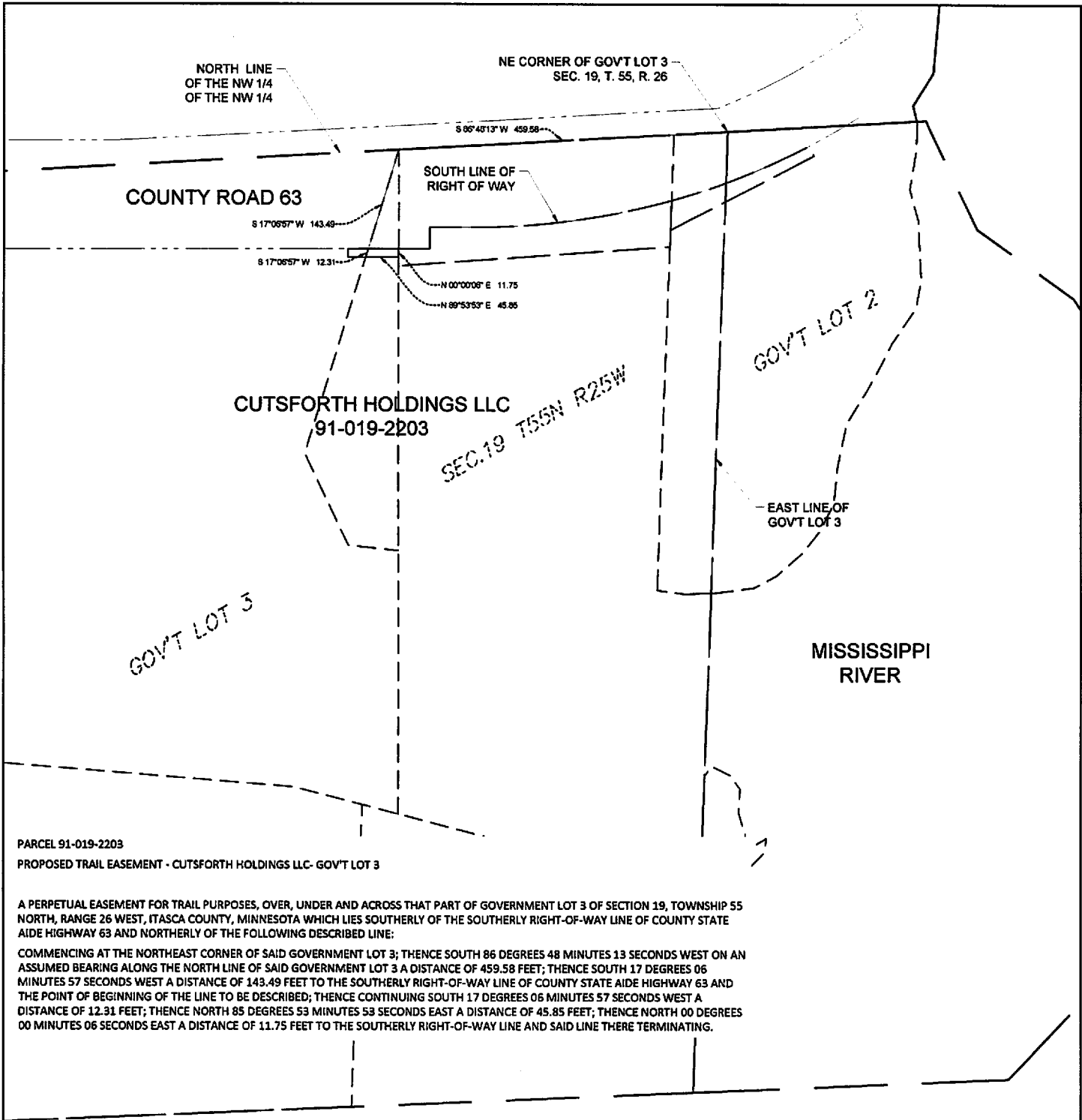




Signature of Person Taking Acknowledgement

This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

This instrument was drafted by: Dan Skinner, Short Elliot Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids, MN 55744 for the City of Grand Rapids, 420 N Pokegama Avenue Grand Rapids, MN 55744.



PARCEL 91-019-2203
 PROPOSED TRAIL EASEMENT - CUTSFORTH HOLDINGS LLC- GOV'T LOT 3

A PERPETUAL EASEMENT FOR TRAIL PURPOSES, OVER, UNDER AND ACROSS THAT PART OF GOVERNMENT LOT 3 OF SECTION 19, TOWNSHIP 55 NORTH, RANGE 26 WEST, ITASCA COUNTY, MINNESOTA WHICH LIES SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY STATE AIDE HIGHWAY 63 AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 86 DEGREES 48 MINUTES 13 SECONDS WEST ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 459.58 FEET; THENCE SOUTH 17 DEGREES 06 MINUTES 57 SECONDS WEST A DISTANCE OF 143.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY STATE AIDE HIGHWAY 63 AND THE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED; THENCE CONTINUING SOUTH 17 DEGREES 06 MINUTES 57 SECONDS WEST A DISTANCE OF 12.31 FEET; THENCE NORTH 85 DEGREES 53 MINUTES 53 SECONDS EAST A DISTANCE OF 45.85 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST A DISTANCE OF 11.75 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE AND SAID LINE THERE TERMINATING.

LEGEND

PROPOSED - EASEMENT		QUARTER SECTION	
SECTION LINE		RIGHT-OF-WAY	
PROPERTY LINE			



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

DANIEL W. SKINNER, LS
 Date: 11/24/18 Lic. No. 40827

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

FILE NO. GRANR 147877
DATE: 11/19/18

**CUTSFORTH HOLDINGS LLC
 EASEMENT EXHIBIT
 GRAND RAPIDS, MINNESOTA**

**EXHIBIT
 NO. 1**

Save: 11/21/2018 10:28 AM [username] Plot: 11/21/2018 10:35 AM p:\F\NGIS\GRANR147877\5-final-dwg\51-drawings\10-Civil\trail\trail\parcels\Cutsforth_Holdings_LLC_1.dwg



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0279 **Version:** 1 **Name:** CP 2014-2 reject bids and re-bid
Type: Agenda Item **Status:** Consent Agenda
File created: 5/6/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider adopting a resolution rejecting all bids pursuant to CP 2014-2, 2019 Street Improvements Project and authorize the re-bidding.

Sponsors:

Indexes:

Code sections:

Attachments: [5-13-19 Resolution Rejecting all Bids CP 2014-2](#)

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

Background Information:

Bids were received, opened and tabulated according to law on April 25th, 2019. The bids were as follows: TNT Aggregates, LLC \$3,975,389.48 and Casper Construction \$4,324,429.86.

Feasibility Cost Estimate = \$2,383,539.25

Pre-Bid Cost Estimate = \$3,232,257.45

The low bidder was \$743,132.03 over the engineers estimate. Based on these results, the City Engineer is recommending rejecting all bids and re-bidding CP 2014-2, 2019 Street Improvements Project this fall with construction to begin in the spring of 2020. City staff will review the project and adjust as necessary to bring the project within budget.

Staff Recommendation:

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

Requested City Council Action

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

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

RESOLUTION NO. 19-

A RESOLUTION REJECTING ALL BIDS PURSUANT TO CP 2014-2 2019 STREET IMPROVEMENTS PROJECT AND AUTHORIZING RE-BIDDING.

WHEREAS, the City of Grand Rapids provided bid specifications for CP 2014-2, 2019 Street Improvements Project ; and

WHEREAS, bids were received, opened and tabulated according to law on April 25th, 2019 and the following bids were received:

Bidder	Base Bid
TNT Aggregates, LLC	\$3,975,389.48
Casper Construction	\$4,324,429.86

WHEREAS, the City Engineer is recommending rejecting all bids and authorizing re-bidding CP 2014-2, 2019 Street Improvements Project.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Grand Rapids, Itasca County, Minnesota hereby rejects all bids and does hereby authorize the City Engineer to re-bid CP 2014-2, 2019 Street Improvements Project.

Adopted this 13th day of May, 2019.

Dale Adams, Mayor

Attest:

Kim Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0284 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 5/8/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider authorizing staff to solicit quotes and accept low quote for asbestos abatement on house to be demolished at 604 NE 9th Ave.
Sponsors:
Indexes:
Code sections:
Attachments: [City of Grand Rapids. 604 9th Ave Asbestos. PDF](#)
[ACCT abatement quote 604 NE 9th Ave Grand Rapids](#)
[Abate Tek quote](#)

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

Background Information:

The house located at 604 NE 9th Ave has been identified as a hazardous building and ordered by legal action to be removed. Previous council approval was granted to remove this hazardous building. An asbestos inspection was performed and friable asbestos was identified in several locations in the house. The friable asbestos is required to be abated by Minnesota law before demolition.

Staff Recommendation:

Staff recommends council consider authorizing Building Maintenance to solicit quotes and accept low quote of \$7250 from ACCT Incorporated for asbestos abatement at house located at 604 NE 9th Ave prior to demolition.

Requested City Council Action

Staff recommends council consider authorizing Building Maintenance to solicit quotes and accept low quote of \$7250 ACCT Incorporated for asbestos abatement at house located at 604 NE 9th Ave prior to demolition.

North Central Inspection Service LLC
2254 S Shore Blvd White Bear Lake MN, 55110
gotoncis@gmail.com



Limited Asbestos Inspection Report

Date 4/11/2019

Prepared For:
City of Grand Rapids-Attention Nate Morlan

Site Address
604 NE 9th Avenue
Grand Rapids MN, 55744

Prepared By: North Central Inspection Service LLC
2254 S. Shore Blvd.
White Bear Lake MN,55110

Project Inspected By: **James Starry**

MN Asbestos Inspector
#: **AI11065**

North Central Inspection Service was authorized by Nate Morlan to perform a asbestos inspection of the residential property located at, 604 NE 9th Avenue, Grand Rapids MN, 55744.

The general scope of work performed consisted of **inspecting all accessible areas and the collection of suspect building material** to be analyzed for asbestos content.

All collected samples have undergone laboratory analysis in compliance with Minnesota Department of Health (MDH) asbestos rules Part 4620-3460.

The Minnesota inspector who performed this inspection was James Starry, Inspector #AI11065. The inspection took place on March 22, 2019.

Analytical Procedures

- All bulk samples were analyzed by a nationally accredited laboratory using Polarized Light Microscopy (PLM) for asbestos content.
- Percentages of asbestos content within a sample can vary depending on the consistency in the material being sampled.
- Samples identified in lab report as trace amounts or <1% of asbestos, must be considered as positive for asbestos, unless it is re-tested utilizing point count method.

Homogeneous Areas

- A Homogeneous Area includes materials that are uniform in appearance, color, texture and date of application. The bulk samples collected within a homogeneous area can be applied to the entire homogeneous area if they conform to the above characteristics.

Friable

- Friable (ACM) is material that when dry, can be pulverized, or reduced to powder by hand pressure. A non-friable material may become friable if its condition has deteriorated or has been impacted by forces that have rendered the material friable.

(ACM)

- Is Asbestos Containing Material.

Sample quantities

- Surfacing materials, sprayed or troweled on up to 1,000 ft² of material requires (3) samples; between 1000 ft² and 5000 ft² minimum requirement (5) samples;

Over 5000 ft² minimum requirement (7) samples.

- Thermal System Insulation. Each homogeneous requires a minimum of (3) samples.
- Miscellaneous Materials. Collect at least (1) sample.

Observation:

Suspect building materials were grouped as homogenous areas/materials and each homogenous area was sampled as per MDH rules. Twenty (20) suspect materials were sampled and sent to the laboratory for analysis to determine any asbestos content. Provided with this report you will find the sample Submittal Sheet, which shows suspect materials sampled, location of collected samples and Laboratory analytical results.

In any building, potential exists for asbestos containing materials to be located inside wall cavities, above ceilings, under floors and other inaccessible areas. The inspector attempted to identify weather suspect materials existed in these inaccessible areas. Suspect materials in these areas should be assumed to contain asbestos and precautions should be taken to avoid disturbance. If an unidentified material must be disturbed to facilitate demolition, the material must first be sampled and tested for asbestos content, or assume that it contains asbestos and handle it as such.

Summary of results:

As the Laboratory Analytical Sheets indicate, the following sample were found to contain greater than one percent asbestos. These materials are considered asbestos containing materials (ACM).

Sample No.	Material	Location	Approx. footage	Friable
3	Linoleum	Back entry	20'	No
6	Plaster - Ceiling	Kitchen	100'	Yes
7	Plaster - Ceiling	Kitchen	"	Yes
12	Popcorn Ceiling texture	Dining Room	400'	yes
17	Linoleum	Bathroom	30'	No

Popcorn ceiling texture, was identified as positive in the dining room sample. Popcorn ceiling texture in living room and hallway are also to be considered positive.

Closure and Recommendations:

Please be advised that the item listed above as positive, should not be disturbed during any renovation/demolition. Should there be a need to renovate in these areas, a licensed asbestos abatement contractor should be contacted to remove the asbestos containing material before proceeding with the renovation/demolition.

The demolition debris must be deposited of at a landfill, which accepts ACM along with the demolition debris.

Other Material to remove prior to abatement activities and demo:

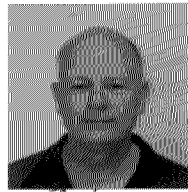
1. Fluorescent tubes
2. PCB ballasts
3. paint
4. Stove
5. Refrigerator
6. Furnace
7. Hot Water Heater
8. Mattress
7. House hold Garbage
8. and other hazardous chemicals
9. Thermostats-Mercury
10. Please refer to the MPCA check list for other materials.

I appreciate the opportunity to be of assistance, inspecting your building. If you have any questions regarding this report please feel free to contact me at 612-756-9891.

Sincerely,

North Central Inspection Service LLC

James Starry



m ASBESTOS
 DEPARTMENT OF HEALTH
INSPECTOR
 Certified by:
 State of Minnesota
 Department of Health
Expires: 04/25/2019
 James A Starry
 2254 S Shore Blvd
 White Bear Lake, MN 55110

TP Hogan
 Director, Env. Health Div

No. AH1065

Issued 04/27/2018

Minnesota Department of Health
Asbestos Contractor License

License Number: AC913

Issued on: July 27, 2017

To:

North Central Inspection Service, LLC
 2254 South Shore Blvd
 White Bear Lake, Minnesota 55110

Responsible individual: James A. Starry

This license is valid from July 27, 2017 to July 26, 2018.

Provision to Minnesota Statutes, section 144.99, this license may be suspended or revoked for failure to conduct asbestos-related work in compliance with applicable regulations.

Asbestos-related work must be conducted in conformance with Minnesota Statutes, sections 126.70 to 126.81 and Minnesota Rules, parts 4020.0000 to 4020.3724.

TP Hogan
 Thomas P. Hogan, Director
 Environmental Health Division

See Laboratory result attachments

ACCT

INCORPORATED

Asbestos Control &
Consulting Team

230 HWY 33 N, CLOQUET, MN 55720
Telephone (218) 879-2241 * Fax (218) 879-6194

Proposal

TO: Nate Morlan

EMAIL: nmorlan@ci.grand-rapids.mn.us

City Of grand Rapids

DATE: April 22, 2019

FROM: Dave Rice

OF PAGES: 1 (including cover sheet)

RE: Removal of asbestos materials and cleanup of garbage at 604 NE 9th
Ave., Grand Rapids, MN 55744

We propose to furnish the material, labor, & equipment to remove asbestos materials and clean garbage at the above locations as following.

- Removal of asbestos materials of identified from North Central Inspection Services for.....\$7,250.00
- Removal of all Garbage and debris from the above location for.....\$6,750.00
- The above prices include disposal of all asbestos and garbage.

Thank you for the opportunity of submitting this quote. If you have any questions please give me a call at 218-213-3474.

Sincerely,

Dave Rice

**PROPOSAL
MAY 7, 2019**



**TO:
CITY OF GRAND RAPIDS**

**Project Property:
604 NE 9TH AVE
GRSND RAPIDS MN**

We propose to abate as specified, per all local, Federal and State regulations.

The proposal does include the proper disposal of such materials in a licensed landfill, labor, notification to the State of Minnesota if applicable and materials.

SCOPE OF WORK-

**REMOVAL OF ASBESTOS CONTAINING MATERIALS FROM BUILDING
PRIOR TO DEMO AS PER ASBESTOS INSPECTION**

NOTES

TOTAL 7600.00
Quote is good for 30 days

Balance due upon completion.

If this is acceptable please sign and date below and return a copy to our office either by **fax (218) 262 1273** or email Matt@Abatetek.com

X

Accepted By

Date

Thank you for the opportunity to bid this project
Matthew Cuffe
218-929-2900



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0293 **Version:** 1 **Name:** Amendments to Handbook for Seasonal and Temporary Employees.
Type: Agenda Item **Status:** Consent Agenda
File created: 5/9/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Amendments to Handbook for Seasonal and Temporary Employees.
Sponsors:
Indexes:
Code sections:
Attachments: [Seasonal Employee Handbook.pdf](#)

Date	Ver.	Action By	Action	Result
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Amendments to Handbook for Seasonal and Temporary Employees.

Background Information:

The City Council adopted the Handbook for Seasonal and Temporary Employees on May 27, 2014. In review of the handbook, a few minor changes need to be made to bring it current and those changes are indicated in red. We would like to have the handbook prepared and ready to be distributed for our summer seasonal employees.

Staff Recommendation:

Lynn DeGrio, Director of Human Resources, is recommending adopting the revised Handbook for Seasonal and Temporary Employees effective immediately.

Requested City Council Action

Make a motion to adopt the revised Handbook for Seasonal and Temporary Employees effective immediately.



CITY OF
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**HANDBOOK FOR
SEASONAL AND TEMPORARY
EMPLOYEES**

Adopted by City Council 5/13/2019~~5/27/2014~~

Welcome to the City of Grand Rapids

Congratulations on being accepted for seasonal employment with the City of Grand Rapids.

As a seasonal or temporary employee in the Public Works, Parks and Recreation or Golf Department, you will be asked to do a great variety of job duties. Typical jobs include mowing grass (both with riding mowers and push mowers), cleaning parks and picking up garbage, painting picnic tables, working on ball fields, working with blacktop crews, sealing cracks in streets, installing street signs and guard rails, painting school crossings, painting fire hydrants, lifeguarding, office worker at the aquatics center, and many more.

You will be required to do many jobs requiring a reasonable amount of physical strength – laying sod, shoveling asphalt, shoveling dirt, pushing mowers and other power equipment, etc.

You will be required to work in some unpleasant situations, for example: cleaning plugged toilets, emptying garbage or working as a helper.

We understand you may have no experience in many of the above areas. We will provide the training necessary to perform the job tasks. We do not expect you to operate any equipment you feel is unsafe or that you feel requires more training. Your supervisor will arrange for future training or a different task until the training takes place.

While working for the City, you may operate light trucks and pickups, driving in and around the City of Grand Rapids. You will be expected to operate this equipment in a proper, professional manner. You are required to have a valid driver's license with a good driving record. This will be verified through the Department of Motor Vehicles.

You will be allowed ~~either a 15-minute paid break, both beforenoon and afternoon, or a 30-minute break in the morning as well~~ as a 30-minute unpaid lunch break. You should come prepared to eat on the job site. We suggest you carry a bag lunch, at least initially.

In most cases, seasonal/temporary employees can work up to 66 days during the summer.

Our normal working hours are 7:00 a.m. to 3:30 p.m. Monday through Friday, in most departments. Supervisors may establish different hours of work, depending on work load or work type. If you are late and your crew has left the shop, notify your supervisor immediately.

Public contact occurs in nearly all City positions. You are expected to act in a professional, courteous manner to the public and other City staff members at all times. Failure to do so may result in termination of City employment.

SAFETY

1. Eye and Face Protection

Any employee assigned to a task involving the likelihood of eye or face injury is required to wear proper protection. This includes, but is not limited to, the following:

- A. Operating grinders,
- B. Handling open caustic chemical containers,
- C. Changing mercury vapor lights,
- D. Using air compressor,
- E. Using paint striper,
- F. Operating tree chipper,
- G. Digging holes involving concrete and asphalt,
- H. Pounding open manhole cover seals, operating jackhammers, cutting with chisels, using power saws and lathes or any equipment involving danger of flying particles.

2. Work Shoes

You may be required to wear safety shoes. If the department in which you are working requires steel toe shoes, we will reimburse you up to \$60.00 of their cost. Present your receipt to your supervisor for reimbursement. If we reimbursed you for steel toe shoes last year, we will not reimburse you again this year. You are required to wear these shoes every day that you report to work – with no exceptions.

3. Seat Belts

The City requires all drivers and passengers using City vehicles to utilize installed seat belts. Minnesota law makes exception for a person driving a motor vehicle while actually engaged in work that involves frequent exiting and entering of the vehicle. This is only if the employee does not drive at a speed greater than 25 miles per hour while on the job.

4. Other Safety Equipment

Other safety equipment is provided and must be worn while you are exposed to specific hazards. This equipment includes: safety vests, breathing apparatus, hard hats, hearing protectors, and rain wear.

|

5. Walkman/Headphone Radios

These types of radios are ***not permitted*** for safety reasons.

You will be sent home for the day if you are found working without proper required safety gear.

ATTIRE

You will be working for the public on public property, such as streets and in parks, and we expect you to dress accordingly. This means no shorts (only long pants) and reasonable T-shirts or cotton shirts. T-shirts with foul language or gestures are unacceptable. Do not wear new clothes. You probably will be working with paint, grease, or dirt, so wear things that are not of great value to you.

~~Attire for the Aquatics Center and Beach will be determined by the Aquatics Manager and the Director of Parks, Recreation, and Maintenance.~~

TIME OFF

1. Illness

If you are sick, you must call your supervisor immediately. The direct phone number to the various departments are:

Golf	326-3444
Parks & Recreation	326-2500
Public Works	326-7481

2. Vacation/Doctor/Dentist Appointments, etc.

You must fill out a form to request time off. A supply of forms is available from your supervisor. Fill out the form and have a supervisor sign it for approval.

TERMINATING

When you began your seasonal employment, you completed a form stating your beginning and ending availability dates. Please review this schedule with your supervisor.

KEYS

All keys issued to employees are the property of the City and must be returned upon termination of employment.

INJURIES ON THE JOB

All job-related injuries must be reported to a supervisor immediately. An injury form must be completed.

VEHICLE ACCIDENTS

If you are involved in a vehicle accident, radio to a supervisor or the shop immediately. Do not leave the scene of the accident.

USE OF CITY VEHICLES

You may not use City vehicles over the lunch break. If you have to get your lunch or run errands, you must use your own vehicle. You may not stop at your home during the workday with a City vehicle.

USE OF CITY SHOP

Personal use of the City shop is prohibited.

HAZARDOUS SUBSTANCES

Be aware that some of the materials you may be working with are hazardous substances. Read all labels before using any product. If you need more information than provided on the label, we have a listing of Material Safety Data Sheets at each shop. These sheets contain the following information: what the material is, who makes or sells it, where they are located, why it is hazardous, how you can be exposed to the hazard, what conditions could increase the hazard, how to handle the substance safely, and what to do in case of a spill or emergency. If you need this information, please see a supervisor.

PAY CHECKS

Payday is every other Friday. You are paid for the previous two weeks. The City of Grand Rapids requires direct deposit for all employees. Any employee opting to receive a paper check will be charged a fee of \$5.00 per paycheck. All seasonal employees will have payroll deductions for Medicare and Social Security.

INSTRUCTIONS ON OPERATING UNLEADED AND DIESEL FUEL PUMPS

Turn off engine on piece of equipment to receive fuel. Insert fueling key; enter information called for on LCD screen, then remove fueling key. Remove gas cap from receiving tube on vehicle/equipment. Remove hose and nozzle from gas/diesel pump, flip lever alongside of pump to turn on. Insert nozzle into receiving tube on vehicle. **AT NO TIME SHOULD THE EMPLOYEE LEAVE THE FUEL PUMP AREA WHILE THE PUMP IS IN THE "ON" POSITION AND THE NOZZLE IS INSERTED INTO THE RECEIVING TUBE.**

Upon completion of filling the tank, remove nozzle, flip the lever to the "OFF" position, and return nozzle and hose to its original position on the gas pump.

INSTRUCTION ON OPERATING LIQUID PROPANE (LP) REFUELING STATION

Turn off engine on piece of equipment to receive fuel. Unlock LP fill tank cabinet, set back gallon meter to "0". Write in date, speedometer reading or hour reading from vehicle/equipment, department designation, equipment number and employee's name. Put on protective rubber gloves and goggles. Remove protection cap from receptacle on vehicle/equipment fuel tank. Screw main nozzle onto tank to be filled. Close main bleed-off valve on main nozzle. Open bleed-off valve on tank to be filled. Start pump on LP transfer pump located in cabinet by fuel meter.

AT NOT TIME SHOULD THE EMPLOYEE LEAVE THE FUELING STATION WHILE THE PUMP IS IN THE "ON" POSITION AND THE NOZZLE IS CONNECTED TO THE VEHICLE/EQUIPMENT RECEPTACLE.

Run until liquid spray comes out of the tank's 80% full bleed-off valve, immediately shut off LP transfer pump and close bleed-off valve on tank.

Next close main valve on hose. Then open bleed-off valve on main nozzle. Remove main nozzle from tank on vehicle/equipment. Replace protector cap on refueling receptacle. Replace LP fill hose to cabinet, write down ending reading on fill sheet. **This is very important.** Close up cabinet and lock it.

SMOKING POLICY

No smoking is allowed except in the designated smoking areas. Smoking is prohibited in all City vehicles, including enclosed cab equipment.

NOTE: Similar smoking policies exist at City Hall and at the Police Buildings.

DRUG TESTING POLICY

All seasonal employees required to carry a commercial driver's license (CDL) are subject to drug and alcohol testing per the Federal Omnibus Transportation Employee Testing Act and Related Regulations Implementation Policy. Employment is contingent upon successful completion of a pre-employment drug screen. Each seasonal employee required to carry a CDL will be given a copy of the policy prior to the test.

Random testing without prior notice may be given to those employees who are in safety-sensitive positions in which an impairment caused by drug or alcohol use would threaten the health or safety of any person.

All seasonal employees will be drug tested once an employment offer has been made, but prior to the first day of work. Test results of this test must be negative.

SEXUAL HARASSMENT

Policy Statement: It is the policy of the City that sexual harassment and inappropriate conduct of employees is strictly prohibited. Conduct found to be in violation of this policy constitutes just cause for discipline, which may include, but is not limited to, suspension or termination. This policy applies to all of the City's employees, including elected officials, members of Boards and Commissions, volunteer firefighters, and other volunteer personnel and consultants rendering professional services to the City. This policy supersedes any other policy or practice concerning sexual harassment/inappropriate conduct previously established by the City.

"Sexual harassment/inappropriate conduct" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

Submission to the undesirable conduct or communication is made a term or condition, either explicitly or implicitly, of an individual's employment;

Submission to or rejection of such conduct or communication by an individual is used as a factor in decisions affecting that individual's employment;

Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creates an intimidating, hostile or offensive working environment and the City knows or should know of the existence of the harassment and fails to take timely and appropriate action; or

Such conduct or communication occurred because of the sex of the recipient to the conduct or communication even though it is not clearly sexual in nature or an explicit sexual advance.

“Sexual Harassment/inappropriate conduct” may come in various forms including, but not limited to:

- Physical – unwelcome sexually motivated patting, pinching, cornering, hugging, kissing.
- Verbal – sex-oriented teasing and use of offensive or demeaning terms, which have sexual connotations.
- Visual-suggestive cartoons, calendars, posters or jokes displayed or circulated in the workplace.
- Sexual favors – subtle or explicit demands or pressure for sexual favors or sexual activity.
- Nonsexual conduct that is demanding, degrading or harassing directed towards someone that would not have occurred but for the individual’s gender.

Reporting:

If an employee has knowledge of sexual harassment/inappropriate conduct or believes an employee is being harassed by a City employee (i.e., co-worker, supervisor, subordinate) or someone who is not a City employee but with whom the employee has contact because of work duties, the employee should make this known to the employee’s supervisor, the employee should arrange a conference with the Human Resources Director of City Administrator. The employee’s supervisor or the person to whom the employee complained will, as soon as is practicable of receiving notice of the concerns, notify the Human Resources Director. The matter will be investigated in a thorough and timely manner by the City Administrator or his/her designee and appropriate action will be taken.

All investigations will be conducted in compliance with applicable state statutes, union contracts, and this policy. Any employee under investigation for possible violation of this policy will be informed of his/her rights and responsibilities under the Garrity/Tennessee advisory and, if covered by a collective bargaining agreement, will be given the opportunity to have a union representative present while a formal statement is taken.

Once the investigation is completed, the designee will forward all reports and statements along with a recommendation to the City Administrator. If the facts support the allegations of sexual harassment or violations of this policy, disciplinary action up to and including immediate termination may result. The City Administrator will advise the complainant of his/her decision on the complaint in a timely manner. Any employee found to have knowingly given false information during an investigation of such complaint may also be subject to disciplinary action subject to legal limitations regarding privacy issues.

No retaliatory action will be taken against any person because he/she makes a complaint of sexual harassment/inappropriate conduct or participates in an investigation regarding such conduct. All reports of harassment or violations of this policy will be handled as confidentially as possible by the City, while complying with the Minnesota Government Data Privacy Act.

Responsibility:

Each Department Head and Supervisor is responsible for:

- The implementation of this policy within their area;
- Assuring that all employees are informed of this policy by issuing a statement that will make it clear to all employees that sexual harassment/inappropriate conduct is considered a form of employee misconduct and discipline will be enforced against any employee engaging in such conduct and against any supervisory, Division Head, or Department Director who knowingly allows such behavior to continue;
- Taking steps to encourage individuals who believe that they have been the recipient of sexual harassment/inappropriate conduct to report such incidents to their Supervisor, Department Head, Human Resources Director or City Administrator.
- Cooperating fully with any ongoing investigation regarding any incident of sexual harassment/inappropriate conduct; and
- Monitoring the work place to ensure no sexually suggestive material is displayed.

In order to promote this policy of prohibiting sexual harassment/inappropriate conduct, the City will evaluate the performance of each Department Head and Supervisor, in part, based on their efforts to achieve the objectives of this policy.

Employee Responsibility:

Each employee will be responsible for complying with both the spirit and letter of the Sexual Harassment/Inappropriate Conduct Policy.

OVERTIME

Time worked over 40 hours per week will be paid at 1-1/2 times your hourly rate. Overtime will be with supervisor's approval only.

INSTRUCTIONS FOR COMPLETING TIMECARDS

Seasonal employees complete the same type of timecard as regular employees. There may be different reporting sheets in different departments. Your supervisor will instruct you on the correct manner of reporting your worked time.

Every two weeks a timecard will be in the time card rack with your name and pay period dates already on it. Find your timecard. Punch in on the time clock. At the end of the workday, punch out. Write in the number of hours worked for that day. Put the total number of hours worked for the pay period. Sign your timecard.

CLASSIFICATION OF SEASONAL EMPLOYEES

Temporary Seasonal:

These positions work in Public Works, Parks and Golf departments. Rates for these positions range from ~~\$9.86 to \$18.00~~ ~~8.00 to \$10.00~~ per hour.

The information contained on this page is very important.

It can mean the difference of working or not working for the City.

Please read very carefully.

CITY VEHICLES

The safe operation of City equipment, especially motor vehicles, is required by all City employees including seasonal employees.

Failure of any employee to observe State driving laws and regulations can result in accidents and personal injuries. The City's vehicle accident rate is carefully monitored by the City's risk consultant. Excessive accident/injuries will affect the City's insurance premiums.

All employee's driving records impact the City's safety program. As a seasonal employee, your driving habits both on and off the job affect your employment status with the City.

You are required to notify the City immediately if you are involved in any accident or traffic violations either on or off the job. Failing to adhere to this policy could result in employment termination.

We want your employment experience with the City to be rewarding, safe, and accident-free.





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0294 **Version:** 1 **Name:** Boulder Tap House
Type: Agenda Item **Status:** Consent Agenda
File created: 5/9/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider approving On-Sale Liquor License for Superior Ales, LLC dba Boulder Tap House, contingent upon satisfactory completion of license requirements.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Background Information:

Rick Lampton & Steve Lefnes have submitted an application for On-Sale Liquor for a business located at 1001 S. Pokegama Avenue, Grand Rapids. All required documentation and fees have been received. Background requests have been sent to Minnesota Bureau of Criminal Apprehension.

Staff Recommendation:

Approve license request contingent upon satisfactory background checks.

Requested City Council Action

Make a motion approving On-Sale liquor license for Superior Ales, LLC dba Boulder Tap House, contingent upon satisfactory completion of license requirements.



CITY OF
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0273 **Version:** 1 **Name:** Department Head Report
Type: Department Head Report **Status:** Department Head Report
File created: 5/1/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Finance Department Head Report
Sponsors:
Indexes:
Code sections:
Attachments: [dept head report 051319](#)

Date	Ver.	Action By	Action	Result
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Finance Department Head Report



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

FINANCE DEPARTMENT

Finance Department Report

Tonight I would like to discuss 2018 audited financial information for the General Fund.

GENERAL FUND REVENUE THROUGH DECEMBER 31, 2018

- **Taxes - \$5,246,464 or 100% of Budget.** The City's collection rate for a percentage of levy is 99% for 2018. Total collection rate including delinquent for the year is 99.74%.
- **Licenses & Permits - \$212,505 or 77% of budget.** Building permits are at 71% of budget (\$159,301) and liquor licenses are at 94% of budget (\$33,550).
- **Intergovernmental - \$2,626,162 or 114% of budget.** Police Insurance Premium is at 107% of budget (\$160,952) and Police Post Board Training reimbursement is at 319% of budget (\$19,140). This also includes a one-time IRRRB Grant in the amount of \$300,000.

Finance Department Report

- **Charges for services - \$953,216 or 90% of budget.** Majority of charges for services are at 100% of budget. However the budgeted amount for the Fleet Maintenance charges for services was under budget by 63%.
- **Fines and Forfeits - \$54,591 or 74% of the budget.** Court fines are 66% of budget. The decrease is due to fewer tickets issued and an increase in State processing fees. The Parking Ticket Fines exceeded the budget due to our Winter Parking Ordinance.
- **Miscellaneous - \$72,490 or 163% of budget.** Includes \$11,250 in unbudgeted grant/contribution income for the 4th of July fireworks and \$7,873 in unbudgeted energy rebates.
- **TOTAL - General Fund Revenue is \$9,188,928 or 103% of budget.**

Finance Department Report

GENERAL FUND EXPENDITURES

- **General Government - \$2,708,048 or 110% of budget.** Includes Administration, Community Development, Council, Finance, Information Technology, City Hall, City Wide. General Government is over budget mainly due to a one time IRRR grant paid out to the Grand Rapids Economic Development Authority.
- **Public Safety - \$3,530,368 or 99% of budget.** Includes Police, Grand Itasca Security & Fire.
- **Public Works - \$2,315,913 or 106% of budget.** Includes Engineering, Fleet Maintenance and Public Works. Public Works had budget overages in Trip Hazard Repairs, Vehicle Maintenance/Repair, Crack Sealing and Street Lighting.
- **Culture & Recreation - \$135,425 or 102% of budget.** Recreation is over budget because of the installation of an irrigation system to the practice soccer field at the Grand Rapids Sports Complex.
- **TOTAL - Total General Fund expenditures are \$8,689,854 or 104% of budget.**
- **Total Expenditures over Revenue including Other Funding Sources is \$51,588.**

Finance Department Report

- **Total Expenditures over Revenue is \$51,600**

The fund balance of a city's general fund is a key financial indicator. Management controls over the level of fund balance is based on a city's philosophy and approach to determining optimum balances.

The City's General Fund balance has been as follows for the past ten years:

General Fund Balance		
Year	Amount ⁽¹⁾	Increase (Decrease) ⁽¹⁾
2009	4,749,000	(323,000)
2010	4,941,000	192,000
2011	5,021,000	80,000
2012	5,516,000	495,000
2013	5,497,000	(19,000)
2014	5,651,000	154,000
2015	6,001,000	350,000
2016	6,239,000	238,000
2017	6,271,000	32,000
2018	6,219,000	(51,600)

⁽¹⁾Rounded to nearest thousand

Finance Department Report

Summary of General Fund Balances

Accounting standard categorizes fund balance of governmental funds into five areas: nonspendable, restricted, committed, assigned and unassigned. The City's policy for unassigned funds in the General Fund is:

Minimum cash flow- equal to 50% of the following year's General Fund property tax and anticipated local government aids.

Compensated absences- equal to the sum of flexible time off and compensatory time for all employees at each December 31.

Emergency/Unanticipated Expenditures- equal to 10% of the prior year General Fund annual revenues.

Neighborhood & economic development- equal to the principal amount of the liquor store.

In addition, the City has established a specified amount of the General Fund balance for revenue stabilization, which is reported as committed fund balance. When sufficient reserves exist, the amount committed is equal to 10% of the prior year annual revenues.

Finance Department Report

- **Total Expenditures over Revenues is \$51,600**

At December 31, 2018, the fund balance of the General Fund was as follows:

Fund Balance Constraint	Balance 12/31/17	2018 Increase (Decrease)	Balance 12/31/18	Targeted Balance	Difference
1 Nonspendable:					
2 Interfund loan	\$1,000,921	\$13,977	\$1,014,898	\$1,014,898	\$ -
3 Prepaid items	107,305	24,118	131,423	131,423	-
4 Restricted:					
5 Cash - Superior USA	12,888	(340)	12,548	12,548	-
6 Donor restrictions	8,789	(1,918)	6,871	6,871	-
7 Committed:					
8 Revenue stabilization	613,922	99,979	713,901	918,892	(204,991)
9 Unassigned (Available for Reserves):					
10 Cash flow	3,451,340	121,928	3,573,268	3,573,268	-
11 Compensated absences	383,351	(15,779)	367,572	367,572	-
12 Emergency / unanticipated	692,055	(293,523)	398,532	918,892	(520,360)
13 Economic development	-	-	-	697,469	(697,469)
14 Unassigned	-	-	-	-	-
15 Total	<u>\$6,270,571</u>	<u>(\$51,558)</u>	<u>\$6,219,013</u>	<u>\$7,641,833</u>	<u>(\$1,422,820)</u>

Finance Department Report

PROJECTS FOR FINANCE IN 2019:

- Start budgeting process for 2020
- Work on Goals-Accounting Software Request for Proposals
- File Annual Financial Report to Office of State Auditor
- Submit 2018 Comprehensive Annual Financial Report for Certificate of Achievement for Excellence in Financial Reporting Program
- Issue Bonds for CP2019-1, Great River Acres and Cohasset Trail Projects

Finance Department Report

FINANCE DEPARTMENT STAFF:

- Assistant Finance Director – Laura Pfeifer
- Accountant – Renee Patrow
- Accounting Technician/Accounts Payable - Lisa Flaherty
- Payroll Clerk/Human Resources Technician – Cindy Phillips

Finance Department Report

QUESTIONS?



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0292 **Version:** 1 **Name:** Streetar Field
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 5/9/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider renaming Legion Baseball Field 'Bob Streetar Field at American Legion Park'.
Sponsors:
Indexes:
Code sections:
Attachments: [Streetar Field Letters of Support](#)

Date	Ver.	Action By	Action	Result
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Consider renaming Legion Baseball Field 'Bob Streetar Field at American Legion Park'.

Background Information:

Bob Streetar's name is synonymous with baseball in Grand Rapids. He served as the High School and Legion Baseball coach for 32 years becoming the 2nd winningest coach in Minnesota at the time of his retirement. Baseball aside, Bob's commitment to the maintenance of the Field was unmatched. During his era, Legion Field was considered the jewel of Northern Minnesota. He spent thousands of hours maincuring the field and demanded that his players also learn this craft and take pride in their field. At the regular meeting of the Civic Center, Parks & Recreation Advisory Board on May 8th, a group of alumni presented a proposal to rename Legion Baseball Field 'Bob Streetar Field at American Legion Park'. They also presented several letters of support from other alumni, which are attached for your review. After the presentation, the Advisory Board voted unanimously in support of the proposal. The group has secured funding for permanent signage and is planning a ceremony on June 21st during the American Legion tournament.

Staff Recommendation:

City staff recommends renaming Legion Baseball Field 'Bob Streetar Field at American Legion Park'.

Requested City Council Action

Make a motion to rename Legion Baseball Field 'Bob Streetar Field at American Legion Park'.

To: Park and Recreation Board
From: Mike Johnson
Re: Renaming Legion Field to Streetar Field at Legion Park
Date: April 15, 2019

It is a privilege to help facilitate the process for the renaming of Legion Baseball Field to Streetar Field at Legion Park. Bob Streetar has become a household name to any person that has been involved with Grand Rapids area baseball within the last 50 years. The name is instantly associated with the most manicured baseball diamond in northern Minnesota as well as a coach who consistently produced winning baseball teams at all levels.

I had the opportunity to play for Bob Streetar for many years. From a young boy in 7th grade to a successful adult in my 40's, Streetar was always there. He had a sneaky way of using his knowledge of the game to teach me life lessons that I will never forget. He always held his players to the highest expectations, ensuring that everyone knew how to play the game and what it would take to come out on top every time.

I remember former Indiana basketball coach Bobby Knight, once said, "Everyone has the will to win.....few have the will to prepare to win!" Bob believed this philosophy through and through. He always expected us to work hard and act with honesty and integrity during every game AND every practice, whether on our home field or not.

We were taught on road trips to always leave the dugouts in better shape than when we got there. I remember many times picking up tiny gum wrappers on the ground of the dugout we occupied, even though they had been there before we arrived!


Bob expected a lot out of his players, but he expected even more out of himself. No matter the skill level, Bob took time every day to help each player develop his skills. It didn't matter if you were a reserve player or a college prospect, every player got the same attention from Bob. Being a farm boy, he always had a soft spot for the "country" kids, who had to sacrifice a great deal just to get to practice and back home again.

Along with believing in his team, Bob always believed that Legion Field was a gift that needed constant care and improvement. He labored thousands of hours every year in order to keep Legion Field at the level of a professional league ballpark. He also took time to teach all of his players how to properly manicure a mound and home plate area, trim the grass, and chalk the lines. He would do anything needed to ensure it projected a positive image for Grand Rapids baseball.

It would be a great honor for Bob to see Legion Field renamed to Streetar Field at Legion Park. Bob cared about the development of his players, both on and off the field, and dedicated his life and his family's life to Grand Rapids baseball and Legion Field. It is hard to think of Grand Rapids baseball without thinking of him.

I highly advise the Grand Rapids Park and Recreation Board recommend to the Grand Rapids City Council the renaming of the baseball field to Streetar Field at Legion Park. Thank you in advance for your strong consideration of this proposal.

Sincerely,
Dr. Mike Johnson
GRHS Class of 1974

From: **Bill Kinnunen** bkinnunen@isd318.org 
Subject: **Fwd:**
Date: **April 18, 2019 at 2:38 PM**
To: **Mike Johnson** Mike82556@gmail.com

Here is the GRABA letter.

----- Forwarded message -----
From: <ALCikon@isd318.org>
Date: **Thu, Apr 18, 2019 at 2:33 PM**
Subject:
To: **Bill Kinnunen** <bkinnunen@isd318.org>

This E-mail was sent from "RNP014740" (Aficio MP 5001).

Scan Date: 04.18.2019 17:29:32 (-0500)
Queries to: ALCikon@isd318.org

GRAND RAPIDS

AMATEUR BASEBALL ASSOCIATION



PO BOX 927 Grand Rapids, MN 55744

April 11, 2019

Dear Grand Rapids Parks and Recreation Board:

The Grand Rapids Amateur Baseball Association supports the motion to rename Legion Field to: Bob Streetar Field at Legion Park. Bob is an important icon in the history of Grand Rapids Baseball and in the development of hundreds of baseball players throughout his coaching years. It would be an honor to rename this field after him.

Sincerely,

GRABA OFFICERS

Brian Miller—President

Derreck Moen—Vice President

Amanda Miller—Treasurer

Tricia Sterle—Secretary

From: **Mike Johnson** mike82556@gmail.com
Subject: **letter from Jim Jetland**
Date: **April 17, 2019 at 3:33 PM**
To: Mike82556@gmail.com



EXCELSIOR

✦ *The Excelsior Group*

April 16, 2019

To Whom it May Concern

I wanted to write to the Grand Rapids City Parks & Recreation Department in support of changing the name of Legion Baseball Field to Stretter Field at Legion Park.

I had the pleasure of being a part of Bob Stretter's baseball program from 1974-1978. I have often said Bob was the best coach I have ever had in my sports career. That list includes, Herb Brooks at the University of Minnesota. Bob preached preparation and hard work; an attribute that helped us succeed on the field but more importantly has helped me succeed in life.

Bob's dedication to the program and the field itself was unparalleled. I cannot imagine how much time and personal money he poured into making Legion Field one of the best conditioned ballparks I have ever seen. He did most of the work himself but also encouraged his players to take pride in our field for visiting teams and fans.

In my opinion it should be a very easy decision to rename Legion Baseball Field to Stretter Field at Legion Park. There has never been or likely ever will be one single person to have a greater impact on a high school sports program and field than Bob Stretter. I am lucky to have Bob as an impactful part of my life which can also be said by hundreds of fellow teammates in Grand Rapids!

I appreciate your consideration of this request.

Sincerely

James K. Jetland

From: Brian Trygstad BTrygstad@oakridgefinancial.com
Subject: Streetar Field at Legion Park
Date: April 16, 2019 at 1:24 PM
To: Mike Johnson mike82556@gmail.com

Grand Rapids City Parks and Recreation Department:

I hope you will consider honoring 'One of Our Own' by renaming the Legion Baseball Field in honor of Bob Streetar.

Bob Streetar molded the lives of many young men in the Grand Rapids community (of which I was one of the fortunate) who were lucky enough to play on the beautifully manicured diamond that Bob lovingly and meticulously maintained for more than 40 years. Ask any baseball player, coach, or fan from 1970 – 2000+ where the best park to play at in (from a maintenance standpoint) and without a doubt they'd say Legion Field in Rapids.

Bob sacrificed his blood, sweat, tears, and countless lawn mowers to the care of his beloved Legion Field. Bob has been elected to the Minnesota Baseball Hall of Fame for the success of his teams on the field and I think it is a fitting tribute (albeit, far too long in coming) to share his name with the Legion Field moniker.

Back in the day, Grand Rapids High School baseball players coached the youth baseball teams around town. Games were played during the day and using Bob as a reference I was lucky enough to be able to teach younger baseball players what Bob had taught me as my summer job during high school, 1972-1974.

Upon graduation from college I returned home for the summer of 1979 and ran the youth baseball program for the GR Park and Rec Department in addition to being the VFW Baseball Coach. Bob would go to all the VFW games at Legion Field and specifically told me, "Tryg, just leave the field after the game, I'll take care of it!" Legion Field was Bob's baby....Sharon and the boys will attest to that!

I could certainly extoll many additional accolades that Bob Streetar richly deserves but I think he would certainly be appreciative of sharing his name with a piece of GR history that he was so instrumental in its success and legacy.

Thank you for your consideration of adding Bob Streetar's name to the Legion Baseball Field's signage. I think it is an honor that is warranted, justified, and long overdue.

Sincerely,

Brian Trygstad
GR Class of '74

Brian Trygstad, CFP, MBA
Vice President - Investments
OAK RIDGE
FINANCIAL 

ORAL & MAXILLOFACIAL SURGERY ASSOCIATES, LTD.

William R. Baker, D.M.D.
Diplomate, American Board of
Oral & Maxillofacial Surgery

Fred A. Manghani, D.D.S., M.D.
Diplomate, American Board of
Oral & Maxillofacial Surgery

John S. Felt, D.D.S., M.D.
Diplomate, American Board of
Oral & Maxillofacial Surgery



DENTAL - ALVEOLAR SURGERY
IMPLANT SURGERY
MAXILLOFACIAL TRAUMA SURGERY
MAXILLOFACIAL RECONSTRUCTIVE SURGERY
ORAL AND MAXILLOFACIAL PATHOLOGY
TEMPOROMANDIBULAR JOINT SURGERY

4/7/19

Dear G.R. Parks, Re: Board,

This letter is written in support of
naming Legion baseball field to Struckor Field.

I was involved in many activities in GR in the
late 60's and early to mid 70's but specifically
the HS baseball program from 1972-75. I
was extremely impressed by how much time
and tender loving care Coach Struckor put
into the field back then. He would always
be raking, dragging, chalking lines way before
and after games to make sure it was in top
shape. No doubt we had the most
well-maintained field in N. Minnesota! But
he was much more than that. He treated
his players with the respect and dignity
they deserved. I don't think anyone has

30375 BRIMWOOD PROFESSIONAL BLDG.
5005 SOUTHVIEW STREET, SUITE 4
SPRINGFIELD, MN 56007
218-838-1038

FRANK COUNTY
119 N.E. 1st STREET, SUITE 16
LITTLE FALLS, MN 56245
763-837-2743

1540 PINE RIDGE AVE. N.W.
BENIGNI, MN 56001
218-759-1755

1225 WASHINGTON AVE.
DETROIT LAKES, MN 56001
218-847-0111

ORAL & MAXILLOFACIAL SURGERY ASSOCIATES, LTD.

William R. Baker, D.M.D.
Diplomate, American Board of
Oral & Maxillofacial Surgery

Fred A. Mangini, D.D.S., M.D.
Diplomate, American Board of
Oral & Maxillofacial Surgery

John S. Foss, D.D.S., M.D.
Diplomate, American Board of
Oral & Maxillofacial Surgery



DENTAL - ALVEOLAR SURGERY
MAXILLOFACIAL TRAUMA SURGERY
MAXILLOFACIAL RECONSTRUCTIVE SURGERY
ORAL AND MAXILLOFACIAL PATHOLOGY
TEMPOROMANDIBULAR JOINT SURGERY

*made more of an impact on GR baseball and feel
that naming the park after him would only
be fitting!*

*Sincerely,
Pui Tahn
GRHS Class of 1975*

SOUTH BRANDED PROFESSIONAL BLDG
1023 BOWEN ST STREET SUITE 4
BRANDED, MN 55401
218-829-1720

FALLS COURT
118 N.E. 1ST STREET SUITE 5
LITTLE FALLS, MN 56345
320-632-2743

3540 PINE RIDGE AVE. N.W.
BEMIDJI, MN 56601
218-759-1755

1235 WASHINGTON AVE
DETROIT LAKES, MN 565
218-847-3111

April 4, 2019

To the Grand Rapids City Parks & Recreation Department:

I am writing to encourage you to the name change of the Legion Field to "Bob Streetar Field at Legion Park." The time, talents, effort, and blood sweat and tears Bob put into that field was gigantic for so many young people who had the privilege to play for him. Coach Streetar dedicated so much of his life to coaching, both as the GRHS head baseball coach as well as the American Legion baseball coach. He was the coach, general manager, chief fundraiser, concessions director, building general contractor, and head of field maintenance!

As a former player at Grand Rapids (1971-1975) I gained so much in so many ways. I moved to Grand Rapids just after eighth grade and I did not know one person in town. One of the very first people who welcomed me was Coach Streetar. I can't tell you strongly enough how good that felt, for THE baseball coach to welcome a very young and impressionable boy. At that time I respected him so much and that feeling of respect has never changed.

Coach Streetar was the main reason I chose a path as an educator. I was an elementary physical education teacher, a sixth grade teacher and also coached basketball and baseball; with my passion being baseball. In addition to my coaching at Northfield High School I was also the Northfield American Legion Baseball Coach for many years; desiring to give back to the kids and game that gave me so much. The last seventeen years of my career I have been the athletics/activities director at Northfield High School and have been fortunate having many leadership opportunities; one of them being the President of the Minnesota High School League Board of Directors. I say this because Coach Streetar instilled such confidence in me so that I have always felt I can take on any challenge and succeed. Additionally I learned the importance of service to others from Coach Streetar as I saw him donate so much of his time to his players, the game of baseball, and to Legion Field.

Coach Streetar taught all of us how to "professionally" manicure a baseball field. Without any doubt, Legion Field had the best playing surface (infield, home plate, the mound, and all the grass areas) of all fields I played on at that time. We were so proud to have other teams come to OUR home park

because it was so nice to play on. So much of the credit for the field being in such great condition is attributed to Coach Streetar's effort. Again, with that being said, Bob had his players work along side him teaching all of us how to properly maintain a baseball field. These lessons have been brought to all the communities Coach Streetar's former players are now a part of as we all properly groom the baseball fields where we live. We all want to make Coach Streetar proud!

I was so very fortunate that my family moved to Grand Rapids and that Coach Bob Streetar was my coach. I feel so blessed to have played for him and learn from him. He is my role model. All the players I have communicated with are excited that the Grand Rapids Parks and Recreation Department are considering a name change to Legion Field with Bob Streetar's name being associated with it. Thanks so much for your work with this project and all that you have done and continue to do to make Grand Rapids a great place for people of all ages.

Sincerely,

Tom Graupmann
GRHS Class of 1975
Member of the 1975 Minnesota State Championship American Legion
Baseball Team (coached by Bob Streetar)!

April 14, 2019

To: GR Parks & Recreation Board
From: Bruce LaRoque
Re: Renaming of Legion Baseball Field

I am writing this letter to give my whole hearted support to the renaming of Legion Park (baseball field) to Streetar Field at Legion Park. This is an idea and action that would be a great honor for any person and I cannot think of someone who is more deserving than Mr. Bob Streetar.

Bob was a person who committed himself completely to the game of baseball and the players he coached as well as the program he was in charge of. He sacrificed a lot of extra time to ensure that baseball in Grand Rapids was a success and he left the program in a better position when he retired than when he began. Beyond that he constantly gave of his time to ensure that Legion Baseball field (playing field) was in pristine condition every day. He gave his all and was totally committed to do things the right way and this took a lot of sacrifice by him and his family over many years.

I also want to add that I now have a much greater understanding and appreciation for how much Coach Streetar sacrificed in order to help build a great baseball program and in keeping Legion Field in the condition that he did. Please understand that he was meticulous in all that he did. I was fortunate to have not only played for Coach Streetar but to have also coached a little with him as a JV coach. Through these experiences and through my own as a player of multiple sports, teacher of 29 years, and a coach of multiple sports at the high school and JV level in baseball, JV and Varsity level in football and multiple levels in hockey which includes 14 years as Head Coach in Grand Rapids I have a much deeper understanding of all that he sacrificed for so many.

Please do not hesitate in your consideration in the renaming of Legion Baseball Field to Streetar Field at Legion Park in honor of Bob Streetar. I cannot overstate how much he has meant not only to the program but most importantly to the players he coached and the lessons he taught about life to so many.

Sincerely,
Bruce LaRoque



Home of the Rams

Roseau Public Schools

Independent School District #682

509 Third Street NE

Roseau, Minnesota 56751

(218) 463 – 1471 Office

(218) 463 – 3243 Fax

www.roseau.k12.mn.us

April 14, 2019

To the Grand Rapids Parks & Recreation Board:

I am enthused to extend my support towards renaming Legion Baseball Field to **Streetar Field at Legion Park**.

I was an Assistant High School Coach under Robert (Bob) Streetar from 1980 – 1988. During that time I coached with Bob in six (6) high school state tournaments including a state championship in 1984. I learned first-hand the positive impact Bob had on Baseball players, Baseball teams and the Legion Baseball field itself. I don't know if there's a person who could even to begin to count the hours he worked on Legion Field to do things like: drag the field, water the field, sprinkle the infield, calk the batters boxes & foul lines, mow the grass, acquire support for bleacher seating, cover home plate and the pitcher's mound, rake and do it all over again each baseball season for 32 years. In my 40 years in public education, no one else I've known surpasses Bob's commitment to [Grand Rapids] Baseball and Baseball Coaching.

Bob dedicated over three (3) decades of effort on and off the field to put Grand Rapids *on the map* for excellence in High School, VFW and Legion Baseball in the State of Minnesota. I strongly urge the Grand Rapids Parks & Recreation Board to approve the renaming of Legion Baseball Field to **Streetar Field at Legion Park** to honor long-time coach Robert (Bob) Streetar.

Sincerely,

Larry S. Guggisberg, Ed. D.

Roseau Superintendent of Schools

Bob was inducted into the St. Cloud State Hall of Fame (1997)
Bob was inducted into the Minnesota State High School Hall of Fame (2004)

Coaching Records

Source: Tink Larson, Minnesota State High School Baseball Coaches Association

Updated: August 1, 2017

please contact Tink Larson: tlarson@hickorytech.net or 507-838-5645

[Back to State Records](#)

[Back to History](#)

Minimum: 200 wins

	NAME	SCHOOL	W	L	PCT	YRS	RETIRED
1	Bob Karn	St. Cloud Cathedral	765	296	.720	47	Active
2	Lowell Searcy	Brainerd	751	311	.707	48	Active
3	Jim Senske	New Ulm	707	171	.805	40	Retired
4	Darwin Busseiman	Prior Lake	535	335	.615	42	Retired
5	Craig Anderson	Pine Island	526	381	.580	41	Retired
6	Bob Mullen	Bagley	524	267	.662	41	Retired
7	Dick Seltz	Austin	509	165	.755	36	Retired
8	Bob Streetar	Grand Rapids	481	178	.730	32	Retired

224 Main St. SW
Menahga, MN 56464
April 13, 2019

Dale Anderson
Director of Parks and Recreation-City of Grand Rapids

Dear Dale,

My name is Al Cleveland. I'm a 1977 graduate of Grand Rapids High School. I played baseball for Bob Streetar and GRHS from 1974 to 77. I'm writing to you and the Parks and Rec advisory board to encourage you to rename Legion Field to Streetar Field.

I consider myself very fortunate for having had the opportunity to grow up in the city of Grand Rapids and participate in varsity athletics under quality coaches like Bob. Lessons learned during those years on the field and ice paid for college in the form of an athletic scholarship and provided a template for living my life. I can't tell you how many times I used those lessons learned in my own teaching and coaching career. Even though Bob was tough and not so easy to get to know, he cared. Cared about his players and the quality of our program. Even today when I go back to GR for reunions or funerals, I see Bob there, still supporting his players.

The amount of time Bob committed to the baseball program at GRHS was amazing. Many nights after practice or a game we'd drive by the old field house and Bob's truck was still there, working on getting that field just perfect. I didn't appreciate that then, it was his job. I certainly appreciated it later when I had my own team and did the same thing. I realized how special he was. And let's not forget his wife Sharon and the energy she brought to the program.

I would often share one of my many memories with my players when they felt we were working way too hard. We had a winter, like this winter, where it just wouldn't quit snowing. Late March, early April rolled around and there was still 2 to 3 feet of snow on the field. Bob got all of us out there early on a Saturday morning and we cleared the entire field, by hand. Bob was anxious to get on the field, yes, but he was also teaching.

I would urge you to please recognize those decades of time and effort by renaming Legion Field in honor of Coach Bob Streetar.

Thank you,



April 14th, 2019

Dear Grand Rapids Parks and Recreation Board,

I'm writing you today showing my support for naming the baseball field at Legion Park "Streetar Field".

I played for Bob Streetar in 1994, 1995, and in 1996 where we finished 3rd in the State. Bob was clearly a passionate coach with an unbelievable knowledge of the game. I learned a lot from him both about baseball, but also how to prepare. These preparation lessons have certainly carried over from high school baseball to many facets of my current life!

One reason why I believe the naming of the field should go through is I don't believe Grand Rapids could have asked for a coach that took more pride in his field. Legion Field has been a gem of the Northland and wonderful place to play. Every April Bob could be found spending countless hours getting the field prepped to play in the spring. Once the season started his work didn't stop as he would groom and ready the field like no other sports coach would.

I also had the opportunity to coach Legion baseball with Coach Streetar in the summer of 1999. Coaching along side of him I continued to see his dedication and passion for the sport. His discipline and demand from his players have had a big impact on my coaching skills as well as the skills of many of his former players that have gone on to coach too.

I believe that it would be very fitting for the new name of our Grand Rapids ballpark to be called Streetar Field at Legion Park.

Sincerely,

Guy Clairmont Jr.

Grand Rapids Parks and Recreation Board:

This letter is in support of renaming the Grand Rapids Legion Field to Streetar Field. Bob Streetar has been instrumental in impacting the lives of so many, from the very young to the very old. I have many life-long friends because of my years on the field with Bob Streetar as my coach. Baseball is a passion of mine, and I attribute that to Bob. He put countless hours into making Grand Rapids baseball the highlight of every spring and summer. His encouragement and support on and off the field surpassed any other I've had experience with in our community.

I am definitely in support of changing the name from Legion Field to Streetar Field, and encourage the GR Parks and Rec Board to accept this recommendation as well.

Sincerely,

Lee Thies

To: The Grand Rapids Parks & Recreation Board

As a friend of Grand Rapids Baseball, I am writing in support of renaming Legion Baseball Field to Streetar Field at Legion Park. Bob was a mentor to me and hundreds of other student athletes. He is a major reason why baseball is what it is today in Grand Rapids.

As a coach he helped develop great teamwork - the reason for the many successes that we have enjoyed. Baseball coaches in Grand Rapids also take care of the fields. Bob's field was always in terrific shape, a fact recognized throughout Minnesota.

This would be a fitting tribute to a great coach and mentor to many young men.

Best regards,

**Tom Saxhaug
Captain, 1966 District 28 Champs**

Brian Titus

24542 Old Still Road
Grand Rapids, MN 55744

April 10, 2019

City of Grand Rapids
Grand Rapids MN 55744

To members of the Grand Rapids Parks and Recreation Board:

I wholeheartedly support the idea of renaming the Grand Rapids baseball field to honor Bob Streetar. When you think of Grand Rapids baseball, you have to think of Bob and all he has contributed to the sport in our city.

I worked closely with Bob when I served as president of the Grand Rapids Amateur Baseball Association in the 1970s. His dedication to and knowledge of the game were key factors in the success of baseball programs at every level in the Grand Rapids area. He spent 32 years as head baseball coach, and he is a member of the MN State High School Baseball Hall of Fame.

This would be a well-deserved honor for a man who spent most of his life helping young men develop into good baseball players and great citizens of our city. Please consider making this change—many people in our community and throughout the state would approve of this action.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Brian Titus", with a large, sweeping flourish at the end.

Brian Titus

Grand Rapids Parks & Recreation Board:

I am writing on behalf of the proposed name change of Legion Baseball Field to Bob Streetar Field at Legion Park. I am very much in favor of this name change.

I played for Coach Streetar in the 1980's. I played varsity baseball for four seasons under Bob. I was fortunate to be a member of the 1984 State Championship team as a junior at Grand Rapids. I have also spent several years as an assistant coach for our varsity program at Grand Rapids under current coach, Bill Kinnunen.

During my time as a player, coach Streetar served as a teacher, mentor and more or less, a second father figure to most of us. We spent more time with Bob than with our families during the spring and summer baseball season. Bob not only taught us to be very good baseball players, he made us young men. Bob had standards as a coach that demanded accountability, commitment, and excellence to the task, whatever the task may be. I owe Bob a lot for his involvement in my life.

Coach Streetar worked tirelessly on Legion Field. There is no one who has put more time in to the maintenance of the facility. He also taught us as players to take proper care of the field. These traditions hold true today. Each player in our program has jobs to do on a daily basis to properly maintain Legion Field and keep it nice. We owe this to Bob.

Coach Streetar has done more for baseball in our community than anyone before or since. Our program has a rich tradition and has produced many fine players and successful men in all walks of life. Qualities like leadership, team work, integrity and honesty were stressed and made us successful in all aspects in life. We all owe Coach Streetar for stressing those things to us as players.

This honor of renaming Legion Field is far overdue in my opinion. Bob is very much deserving of this honor. His name and accomplishments as one of the most winningest coaches in Minnesota Sports history should be recognized and appreciated now and in to the future. Renaming the field would be a great way to honor Bob. Please consider the name change, it is the right thing to do.

Sincerely,

Dr. Scott McBride, DC



Specialty Contracting & Waste Management

14000 Veit Place
Rogers, MN 55374-9583

Office 763.428.2242
Fax 763.428.8348

VeitUSA.com

April 2, 2019

Grand Rapids
City Parks and Recreation Department
Grand Rapids, MN 55374

RE: Renaming Legion Baseball Field to Stretar Field

Thank you for the time to consider changing the Legion Baseball Field to Stretar Field, I was lucky enough to play high school baseball in Grand Rapids for Coach Robert "Bob" Stretar. I was a player on the team that won the 1984 State High School Baseball Tournament.

Bob took a lot of pride in his teams and his field, always working diligently on the field to present Grand Rapids as a serious baseball community. His success in High School Baseball is legendary in Minnesota High School Baseball, I know this because my son was a Blaine High School Baseball player and many of the parents and coaches, that I would speak with while watching my son, remembered the Grand Rapids Baseball Teams and the beautiful baseball field that we all played on.

I hope you will consider changing the name to Stretar Field, it would be a great tribute to a man that spent so much of his life showing pride in Grand Rapids and Grand Rapids Baseball.

Thank you,

Mark Sonaglia, Vice President
Veit & Company

Affirmative Action Equal Opportunity Employer

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*Waste Management
Roll-off Containers
Construction & Demolition Debris Landfills
Recycling & Transfer Facilities
Waste Hauling*

From: **Mike Johnson** mike82556@gmail.com 
Subject:
Date: **April 7, 2019 at 6:25 PM**
To: Mike82556@gmail.com



April 4, 2019

Grand Rapids City Parks &
Recreation Department

To whom it may concern:

I am writing this letter in support of the Department renaming Legion Field to Streetar Field at Legion Park. Mr. Streetar was a phenomenal coach, teacher and advocate for baseball in our community for many years. He volunteered thousands of hours on maintaining the field and park for players that came through the program. He took pride in keeping the park clean and the field in top condition. Even when he was running a high school practice or Legion summer team practice, he was always multi-tasking to improve the conditions of the field. There is not one person in this community that has given more to baseball than Mr. Streetar. He is more than deserving of having this field renamed in his honor.

I fully support this effort by another great baseball person in our community, Mike Johnson. As a former player of both men, I would be happy to help out with this in any way I can.

Sincerely,

David Kuschel

GRHS Class of 1992

From: dean and karen bailey kdbailsc@yahoo.com
Subject: Renaming Legion Field
Date: April 6, 2019 at 3:29 PM
To: Mike Johnson mike82556@gmail.com

Dear Parks & Recreation Dept. :

When I heard there is a chance to rename the Legion Field to "Streetar Field", I am all for it. I coached with Bob for 15 years as his assistant baseball coach and 3 years as his assistant coach in basketball. He is not only a great coach but great teacher of young men. This honor is long over due. He has done more for the sport of baseball than any other baseball coach Grand Rapids has ever had. Let's get this done!!!

Sincerely yours,

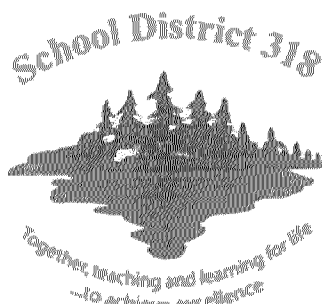
Dean Bailey

From: **Bill Kinnunen** bkinnunen@isd318.org
Subject: Fwd:
Date: April 15, 2019 at 1:55 PM
To: Mike Johnson Mike82556@gmail.com

----- Forwarded message -----
From: <ALCikon@isd318.org>
Date: Mon, Apr 15, 2019 at 1:50 PM
Subject:
To: Bill Kinnunen <bkinnunen@isd318.org>

This E-mail was sent from "RNP014740" (Aficio MP 5001).

Scan Date: 04.15.2019 16:46:21 (-0500)
Queries to: ALCikon@isd318.org



GRAND RAPIDS AREA LEARNING CENTER
413 SE 13th St, Ste B
Grand Rapids, MN 55744-2499

218 999-0247
Fax 218 999-0970

April 7, 2019

Dear Grand Rapids Parks and Recreation Board,

My name is Bill Kinnunen, and I am entering my 19th year as the head baseball coach at Grand Rapids High School and my 20th season as the head baseball coach of American Legion Post 60. I am writing this letter to encourage you to support the renaming of Legion Baseball Field to Streeatar Field at Legion Park.

Bob Streeatar is the "Godfather of Baseball" in Grand Rapids. Along with coaching youth league, VFW, and Town Team baseball, he coached high school and Legion baseball for 32 years in Grand Rapids. He is the ninth winningest coach in Minnesota high school baseball history. His high school record is 401-178 for a .730 winning percentage. He guided Grand Rapids to an American Legion state championship in 1975 and two high school state championships in 1978 and 1984 along with numerous other high finishes in state tournaments. His teams played in 19 high school section championship games winning 14 of them.

Those are some impressive statistics but they pale in comparison to what he has meant to the lives of countless boys and young men who had the privilege of playing for him. Simply put, he turned hundreds of boys into men. He taught his players about the game of baseball and the game of life by teaching commitment, responsibility, self-discipline, focus, patience, and persistence.

Anybody that was around Legion Field while he was coaching certainly witnessed Coach Streeatar model all of those traits listed above before or after games in the way he selflessly maintained the playing diamond and the entire ballpark. He spent weekends raking the outfield after he had push mowed it with his own personal mowers. I think his record was three mowers burnt out in one summer. Time was not a factor – getting the job done the right way was the only thing that mattered to him. That field was his baby, and he wanted it to be perfect for the kids that played on it. He took great pride in the field, not just for the Grand Rapids kids but for the kids from all the teams that came to play here.

I was fortunate to grow up in the Streeatar's neighborhood, play for coach Streeatar, and later coach with him. I personally witnessed and benefitted from the many volunteer hours he put in not just coaching but also maintaining that beautiful ballpark.

Please help us honor Mr. Bob Streeatar by renaming Legion Field to Streeatar Field at Legion Park.

Thank you for your support.



Bill Kinnunen

Teacher Grand Rapids Area Learning Center

Head Baseball Coach

Grand Rapids High School

American Legion Post 60



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0289 **Version:** 1 **Name:** IRA Civic Center - ICS Proposal
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 5/8/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider entering into a standard AIA agreement with ICS Consulting for professional services related to the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments: [5-13-19 ICS Proposal](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a standard AIA agreement with ICS Consulting for professional services related to the IRA Civic Center.

Background Information:

The IRA Civic Center has needs which involve the emergency replacement of the west venue roof/truss system, the refrigeration system on the west venue, required ADA improvements, and health and safety needs. The attached proposal from ICS Consultants provide public education and full architectural/engineering services to complete these needs at the IRA Civic Center.

Staff Recommendation:

City staff is recommending a motion entering into a standard AIA agreement with ICS Consulting for professional services related to the IRA Civic Center.

Requested City Council Action

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

5-1-2019

ICS-Consulting – City of Grand Rapids
IRA – Civic Center

PHASE I – Assessment and Plan Development

1.0 Listening Workshops:

1.1 ICS shall facilitate a series of Listening Sessions with key stakeholder groups to gather their input Including but not limited to: 1) Grand Rapids Area Chamber of Commerce; 2) Grand Rapids Amateur Hockey Association, ISD 318, Star of the North Figure Skating Club. Other stakeholder groups may include the City Council, City Administration, Civic Center Staff, Community Organizations and Members. During the workshops, participants will complete safety, Operational and need prioritization using a variety of ICS's tools. The output of these meetings is to define a collective vision for the City, from safety needs to facility improvement needs. ICS includes seven to nine (7-9) total listening sessions as part of this agreement. (City Council, City Administration, Civic Center Staff, (2) two community at large, two to four (2-4) community civic groups)

2.0 Data Gathering and Analysis

Data gathering and analysis during the Assessment Phase will focus on the following areas as needed and agreed to by ICS and the City:

- Communications Planning
- Facility Assessment Summary Including
 - Energy Audit
 - Architectural and Aesthetics needs
 - Building Component and Systems Review
- Safety Adequacy Assessment

To help control costs during the Assessment Phase, the City agrees to provide access to City personnel and any internal information to the extent permitted by the law. To keep costs down, it is both ICS and the City's intent to utilize past assessment information as part of the Facility Assessment Summary.

3.0 Deliverable: A comprehensive energy report and updated assessments from DSGW and Northland Consulting.

Plan Development

Utilizing the past and updated reports generated from 2.0 above, ICS will assist the City to formulate its Facility Plan. It is expected the Plan shall be objective and identify potential financial resources necessary to execute it. ICS's services during Phase I shall include:

1.0 Presentation and Revision of Preliminary Plans

- 1.1** Identify needs including cost estimates
- 1.2** If new or replacement facilities are desired, provide budgets and justification
- 1.3** Prepare financial solutions, including identification of funding sources
- 1.4** Based on feedback, provide recommendations and revise plans, as needed

2.0 Communication

- 2.1** Facilitate up to two City Council and/or Community Work Sessions
- 2.2** Supporting the City with local media/communications as needed
- 2.3** Provide updates to the City Council, as requested
- 2.4** Assist the City in establishing a Steering Committee
- 2.5** Assist the Steering Committee in establishing a strategy to move the facility plan forward.
- 2.6** Provide updates and information as necessary for the Steering Committee

Once a preliminary Facility plan (“Preliminary Plan”) is developed, ICS and the City may provide formal opportunities for the community to review and comment on the Preliminary Plan. Ultimately, the outcome of Phase I will be a Facility Plan the Council can act on. It is expected the City Council will officially consider the plans in 2020

3.0 ICS Deliverables during Phase I Plan Development shall include:

- 3.1** Deliverables included:
 - A Facility Plan that the City Council can act on to address needs with a financial solution.
- 3.2** Deliverables NOT included:
 - Renderings and/or scale models are NOT included.
 - Full engineering and architectural drawings are NOT included.

If a Sales Tax Referendum is called

- 1.0** Upon City Council approval, ICS will assist the City to communicate the facility plan to the public prior to the election date.
- 2.0** ICS Deliverables during Phase I if a Sales Tax Referendum is called shall include:
 - 2.1** Fast Facts informational flyer
 - 2.2** Microsite

- 2.3 FAQ
- 2.4 City Mailer
- 2.5 Referendum Presentation
- 2.6 Weekly Coordination/Communication Meetings with the City

Method of Compensation for Phase I

ICS will charge a fee of \$2500/month, 50% payable at the end of each month and 50% payable upon significant funding for the project or November 1, 2020 unless mutually agreed to continue. Payment shall be made within 30 days of the City of Grand Rapids receiving the invoice.

PHASE II – Implementation/Construction

Implementation/Construction

1.0 Renovations and updates included in the Facility Plan may begin immediately following Council/Voter approval. As the owner’s partner for the Plan, ICS may utilize the services of sub consultants. The City will have the right to reject the selection of these or any sub-consultants. It is the City’s intent to utilize ICS for professional services as described below:

2.0 Professional Services

2.1 Upon Development of the final project scope and schedule, ICS proposes to provide construction phase representation services with compensation to be structured as a lump sum fixed fee. Our role during this phase of the process is to provide full program management services including design, construction management, and commissioning. This lump sum fixed fee will be finalized with the City following determination of the project scope and timeline.

2.2 Professional services do not include competitively bid construction contracts. Construction contracts will be entered by the City directly with contractors utilizing Minnesota procurement statutes for competitive bidding requirement.

Method of Compensation for Phase II

It is the intent of both parties that fees for Phase II services for plan implementation, if the City Council proceeds with a project as a result of the process, will be negotiated by both parties. ICS and the City will utilize standard AIA contract documentation as the basis of the Phase II contract, both parties agree to negotiate in good faith for final fee percentages and terms and conditions based on the final scope of work established under Phase I.

4.0 Typical industry standard fees are in the following range of total project budget:

	Typical Design Fee	Typical Project Management Fee	General Conditions/Reimbursable
Heavy renovation/remodeling	7.5% - 9.5%	2.5% - 3.5%	See below
Light renovation/remodeling	6.5% - 8.5%	2.5% - 3.5%	See below
Additions	6.5% - 8.5%	2.5% - 3.5%	See below
New Construction	5.5% - 7.5%	1.5% - 3%	See below

General Conditions Reimbursable Compensation for Construction

Site services (full-time supervision and project management) costs are based on duration and scope of the project. These services will be estimated once the final scope and schedule is determined and billed as reimbursable costs according to the following rate schedule:

DESCRIPTION	HOURLY RATE (\$/HOUR)
Construction Executive	\$155.00
Project Director	\$140.00
Project Manager (Blended Rate – PM 1,2,3)	\$115.00
Superintendent	\$110.00
Project Engineer	\$85.00
Project Administration	\$65.00
Design Team (Architects, Engineers etc.)	Based on Design Teams Current Rate Schedule

ICS will develop a lump-sum amount for these services in conjunction with the City as the project scope is finalized. These services are typically less than a general contractor delivery model and therefore do not result in an added amount to the construction cost of the project.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0290 **Version:** 1 **Name:** IRA Civic Center Steering Committee
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 5/8/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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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.

Background Information:

The IRA Civic Center has needed improvements which include the emergency replacement of the west venue roof/truss, refrigeration for the west venue, ADA improvements, and health and safety needs. It is critical that key stakeholders play a role in developing the project. One method to accomplish this is to establish the IRA Civic Center Project Steering Committee which would be commissioned to bring back recommendations to the City Council on the following items:

- Recommend the architectural truss system style that would replace the existing truss on the west venue
- Recommend changes to locker room layouts and venue access that meet ADA and Title Nine requirements
- Recommend changes to common spaces between the two venues
- Recommend funding options to complete the recommended improvements

A steering committee could consist of the following representation:

City Representatives	Civic Center Director and One City Council Member
Chamber of Commerce	Two Board Members
ISD 318	Two Members
GRAHA	Two Members
Star of the North	One Member
Adult Hockey	One Member
Visit Grand Rapids	Two Members
Citizens	Three to Six with 2/3rds either being residents of City or owning a business in the City.

Staff Recommendation:

City staff is recommending 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.

Requested City Council Action

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.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0285 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 5/8/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider adopting a resolution approving an Early Start Agreement between the City and Independent School District #318

Sponsors:

Indexes:

Code sections:

Attachments: [DOCSOPEN-#576807-v1-City reso approving Early Start Agreement Early Start Agreement](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving an Early Start Agreement between the City and Independent School District #318

Background Information:

The City and Independent School District #318 have entered into a Purchase and Development Agreement and an Agreement for the Exchange of Real Property both dated May 6, 2019. These agreements convey properties to the School District for the east and west elementary schools. The School District would like to get started on grading, site work and foundation work prior to the date of closing on these conveyances. Through the Early Start Agreement, the City grants entry onto the City property, for that purpose, in order to expedite the construction schedule. Also through the Agreement, the School District indemnifies the City against any claims resulting from their activities on the City property and further agrees to restore the property in the unforeseen event the School District doesn't complete the purchase.

Requested City Council Action

Consider adopting a resolution approving an Early Start Agreement between the City and Independent School District #318

CITY OF GRAND RAPIDS

RESOLUTION NO. ____

**RESOLUTION APPROVING EARLY START AGREEMENT BETWEEN
THE CITY AND INDEPENDENT SCHOOL DISTRICT NO. 318 (GRAND RAPIDS
PUBLIC SCHOOLS)**

BE IT RESOLVED by the City Council ("Council") of the City of Grand Rapids (the "City") as follows:

Section 1. Recitals.

1.01. The City has heretofore entered into (i) a Purchase and Development Agreement between the City and Independent School District No. 318 (Grand Rapids Public Schools) ("School District"); and (ii) an Agreement for the Exchange of Real Property between the City and School District, both dated as of May 6, 2019 (together, the "Agreements").

1.02. Pursuant to the Agreements, the City will convey certain property legally described in Exhibit A attached hereto (the "East Property" and the "West Property," and together the "City Property") to the School District for the construction of new school facilities, and the School District will convey certain property to the City for future redevelopment.

1.03. School District desires to enter the City Property before the date of closing on the conveyance of such property for the purpose of grading and site work, including utilities, excavation, and foundation work, and requests that the City enter into an early start agreement with the School District ("Early Start Agreement") for such purpose.

1.04. The City finds and determines that entering into the Early Start Agreement is in the public interest because it will further the objectives of the Agreements and allow for the timely construction of the school facilities on the City Property.

Section 2. Early Start Agreement Approved.

2.01. The Council hereby approves the Early Start Agreement as presented to the Council, and authorizes the Mayor and City Clerk to execute such Early Start Agreement in substantially the form on file with the City, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the Early Start Agreement by such officials is conclusive evidence of their approval.

Approved by the City Council of the City of Grand Rapids this 13th day of May, 2019.

Mayor

ATTEST:

City Clerk

Exhibit A

City Property

East Property:

That part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of the SW $\frac{1}{4}$), Section 15, Township 55 North, Range 25 West of the Fourth Principal Meridian, according to the United States Government Survey thereof, on file and of record in the Office of the County Recorder of said county and state described as follows:

Commencing at the Southwest Corner of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of the SW $\frac{1}{4}$); thence North 89 degrees 45 minutes 06 seconds East, along the south line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 264.01 feet to the east line of the west 16 rods (264 feet); thence North 0 degrees 48 minutes 22 seconds West along said east line a distance of 8.01 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangential curve, concave to the northwest, having a chord bearing of North 62 degrees 14 minutes 49 seconds East, a central angle of 20 degrees 17 minutes 41 seconds, and a radius of 94.00 feet; thence northeasterly along said curve a distance of 33.30 feet; thence North 52 degrees 05 minutes 59 seconds East a distance of 19.70 feet to the beginning of a tangential curve, concave to the southeast, having a central angle of 37 degrees 37 minutes 50 seconds and a radius of 186.00 feet; thence northeasterly along said curve a distance of 122.16 feet; thence North 89 degrees 43 minutes 49 seconds East a distance of 470.68 feet; thence North 0 degrees 15 minutes 36 seconds West a distance of 310.76 feet; thence South 89 degrees 50 minutes 24 seconds West a distance of 304.55 feet; thence North 0 degrees 15 minutes 36 seconds West a distance of 146.46 feet to the beginning of a non-tangential curve, concave to the northeast, having a chord bearing of North 61 degrees 41 minutes 10 seconds West, a central angle of 44 degrees 56 minutes 04 seconds, and a radius of 350.00 feet; thence northwesterly along said curve a distance of 274.49 feet to the intersection with the south line of the north 660.00 feet of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South 89 degrees 50 minutes 24 seconds West along said line a distance of 95.95 feet to the said east line of the west 16 rods (264 feet); thence South 0 degrees 48 minutes 22 seconds East along said east line a distance of 652.01 feet to the Point of Beginning and there terminating.

Subject to restrictions, reservations, and easements of record. Containing approximately 6.22 acres.

West Property:

Those parts of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) Section 30, Township 55 North, Range 25 West, Itasca County, Minnesota, lying within the following described figure:

Commencing at the Southwest Corner of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 30; thence North 88 degrees 52 minutes 03 seconds East along the south line of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 50.03 feet; thence North 0 degrees 46 minutes 50 seconds East a distance of 67.41 feet to the east line of existing County Road No. 76 and POINT OF BEGINNING; thence continuing North 0 degrees 46 minutes 50 seconds East along said east line a distance of 492.76 feet to the beginning of a tangential curve, concave to the southwest, having a radius of 766.20 feet and a central angle of 31

degrees 38 minutes 26 seconds; thence northwesterly along said curve and said east line a distance of 423.12 feet to the beginning of a non-tangential curve, concave to the south, having a chord bearing of North 72 degrees 14 minutes 52 seconds East, a chord length of 175.77 feet, a radius of 313.84 feet, and a central angle of 32 degrees 31 minutes 29 seconds; thence northeasterly along said curve a distance of 178.15 feet; thence North 88 degrees 43 minutes 03 seconds East a distance of 506.10 feet; thence South 1 degree 16 minutes 57 seconds East a distance of 124.00 feet; thence North 88 degrees 43 minutes 03 seconds East a distance of 289.93 feet; thence South 0 degrees 34 minutes 33 seconds West a distance of 195.71 feet; thence South 89 degrees 25 minutes 27 seconds East a distance of 140.00 feet; thence South 0 degrees 34 minutes 33 seconds West a distance of 73.10 feet to the beginning of a tangential curve, concave to the west, having a radius of 310.00 feet and a central angle of 24 degrees 12 minutes 40 seconds; thence southerly along said curve a distance of 130.99 feet; thence South 24 degrees 47 minutes 13 seconds West a distance of 86.78 feet to the beginning of a tangential curve, concave to the east, having a radius of 390.00 feet and a central angle of 24 degrees 00 minutes 47 seconds; thence southerly along said curve a distance of 163.45 feet; thence South 0 degrees 46 minutes 26 seconds West a distance of 164.63 feet; thence North 89 degrees 13 minutes 34 seconds West a distance of 20.00 feet; thence South 0 degrees 46 minutes 26 seconds West a distance of 40.00 feet to the north line of existing CSAH 23; thence South 88 degrees 36 minutes 19 seconds West along said north line a distance of 611.22 feet to the beginning of a tangential curve, concave to the south, having a radius of 1482.40 feet and a central angle of 10 degrees 07 minutes 04 seconds; thence westerly along said curve a distance of 261.78 feet; thence North 51 degrees 00 minutes 01 second West along said north line a distance of 60.50 feet to the Point of beginning and there terminating.

Subject to restrictions, reservations, and easements of record. Containing approximately 20.55 acres.

Upon filing of the Plat referenced in this Agreement, the West Property will be described as:

Lot 1, Block 2 of the Plat of Great River Acres, Itasca County, Minnesota.

EARLY START AGREEMENT

THIS EARLY START AGREEMENT is made as of May 13, 2019, by and between CITY OF GRAND RAPIDS, a Minnesota municipal corporation (the "City"), and INDEPENDENT SCHOOL DISTRICT NO. 318 (Grand Rapids Public Schools), a Minnesota independent school district (the "School District").

RECITALS

WHEREAS, the City and the School District have entered into (i) a Purchase and Development Agreement dated as of May 6, 2019 (the "Contract") for the purchase by the School District of certain property in the City (the "East Property"), and (ii) an Agreement for Exchange of Property dated as of May 6, 2019 (the "Land Exchange Agreement") providing for the conveyance by the City of certain property (the "West Property") to the School District, and for the conveyance by the School District of certain property to the City; and

WHEREAS, the East Property and the West Property are hereinafter together defined as the Property, as described on Exhibit A attached hereto, and the Contract and Land Exchange Agreement are hereinafter defined as the Agreements; and

WHEREAS, under the Agreements, the City will transfer title to the Property, on which property School District shall construct certain school facilities (the "School Facilities"); and

WHEREAS, the Agreements provide for closing on the conveyance of the Property on June 1, 2019, but School District desires to commence construction activities related to the School Facilities on the Property prior to the transfer of title of such property to School District; and

WHEREAS, the parties now desire to enter into this Early Start Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises the parties hereto hereby agree as follows:

1. Early Entry. The City hereby authorizes School District and its agents, employees, contractors, and invitees, on or after May 14, 2019, to enter upon the Property for the sole purpose of grading and site work, including utility work, excavation, and construction of foundations for the School Facilities, at School District's sole cost. The School District further agrees to cause the Property to be seeded or otherwise adequately protected against erosion, runoff, or other conditions negatively affecting the Property in the event of any delay in conveyance of the Property or construction of the School Facilities.

2. Indemnification of City. School District agrees to and shall indemnify, defend and hold harmless the City, its agents, officers, and employees from and against any action, claim,

damage, liability, loss, cost or expense (including without limitation attorneys' fees and costs) resulting from: (a) any liens which may be attached to the Property for labor or materials provided by or at the request of School District; (b) injury to or death of persons; (c) property damage; (d) any claim, damage, action, loss or destruction whatsoever caused by School District's agents or contractors in connection with School District's entry onto the Property pursuant to this Early Start Agreement; or (e) diminution in the value of the Property in the event that for any reason School District does not purchase the Property.

3. Covenant by School District. Without limiting in any way the agreements of School District contained in Section 2 above, School District hereby unconditionally covenants to the City that (a) School District will promptly pay all amounts due for all labor and materials relating to work undertaken upon the Property pursuant to this Early Start Agreement, and (b) if any contractor or subcontractor shall file a mechanics lien against the Property in connection with work undertaken pursuant to this Early Start Agreement, School District will, within five (5) business days of the request of the City, deposit with the Itasca County District Court funds in an amount sufficient to cause such lien to be released in accordance with applicable law.

4. Insurance. Before commencing any work on the Property, School District or its contractors shall furnish the City with certificates of insurance demonstrating that School District or its contractors have obtained the insurance coverage required under the Agreements and showing the City as an additional named insured. Such certificates shall contain a statement that the insurance coverage shall not be changed or canceled without at least thirty (30) days prior written notice to the City. Certificates of insurance shall be signed by an authorized representative of each insurer and all coverage shall be written on policy forms and by insurers acceptable to the City.

5. Governing Law. This Early Start Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.

6. Titles of Articles and Sections. Any titles of the several parts and sections of this Early Start Agreement are inserted for convenience of reference only and shall be disregarded in construing and interpreting any of its provisions.

7. Counterparts. This Early Start Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

8. Amendment. This Early Start Agreement may be amended by the parties hereto only by written instrument executed in accordance with the same procedures and formality followed for the execution of this Early Start Agreement.

9. No Property Interest. The parties agree that this Early Start Agreement is personal to School District and does not constitute an ownership interest or lien interest in the Property. This Early Start Agreement is not saleable or assignable by School District.

10. No Estoppel. School District agrees that the City shall not be estopped by this Early Start Agreement, nor any action taken by School District pursuant to this Early Start Agreement, from exercising any rights granted to the City by the Agreements.

11. Revocation. This Early Start Agreement shall be revocable upon 24 hours written notice by the City to School District at any time prior to an actual conveyance of title of the Redevelopment Property by the City to School District. In the event of such a revocation, under no circumstances shall the City be deemed liable to School District. School District's obligations to indemnify the City pursuant to Section 2 of this Early Start Agreement shall survive revocation, expiration, or other termination of this Early Start Agreement.

12. Prior Agreements. Except as expressly provided herein, nothing in this Early Start Agreement shall be construed to amend or supersede any term or provision of the Agreements. Any default by School District under this Agreement will be an Event of Default under the Agreements with respect to the Property.

EXHIBIT A

Property

East Property:

That part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of the SW $\frac{1}{4}$), Section 15, Township 55 North, Range 25 West of the Fourth Principal Meridian, according to the United States Government Survey thereof, on file and of record in the Office of the County Recorder of said county and state described as follows:

Commencing at the Southwest Corner of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of the SW $\frac{1}{4}$); thence North 89 degrees 45 minutes 06 seconds East, along the south line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 264.01 feet to the east line of the west 16 rods (264 feet); thence North 0 degrees 48 minutes 22 seconds West along said east line a distance of 8.01 feet to the POINT OF BEGINNING, said point being the beginning of a non-tangential curve, concave to the northwest, having a chord bearing of North 62 degrees 14 minutes 49 seconds East, a central angle of 20 degrees 17 minutes 41 seconds, and a radius of 94.00 feet; thence northeasterly along said curve a distance of 33.30 feet; thence North 52 degrees 05 minutes 59 seconds East a distance of 19.70 feet to the beginning of a tangential curve, concave to the southeast, having a central angle of 37 degrees 37 minutes 50 seconds and a radius of 186.00 feet; thence northeasterly along said curve a distance of 122.16 feet; thence North 89 degrees 43 minutes 49 seconds East a distance of 470.68 feet; thence North 0 degrees 15 minutes 36 seconds West a distance of 310.76 feet; thence South 89 degrees 50 minutes 24 seconds West a distance of 304.55 feet; thence North 0 degrees 15 minutes 36 seconds West a distance of 146.46 feet to the beginning of a non-tangential curve, concave to the northeast, having a chord bearing of North 61 degrees 41 minutes 10 seconds West, a central angle of 44 degrees 56 minutes 04 seconds, and a radius of 350.00 feet; thence northwesterly along said curve a distance of 274.49 feet to the intersection with the south line of the north 660.00 feet of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South 89 degrees 50 minutes 24 seconds West along said line a distance of 95.95 feet to the said east line of the west 16 rods (264 feet); thence South 0 degrees 48 minutes 22 seconds East along said east line a distance of 652.01 feet to the Point of Beginning and there terminating.

Subject to restrictions, reservations, and easements of record. Containing approximately 6.22 acres.

West Property:

Those parts of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) Section 30, Township 55 North, Range 25 West, Itasca County, Minnesota, lying within the following described figure:

Commencing at the Southwest Corner of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 30; thence North 88 degrees 52 minutes 03 seconds East along the south line of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 50.03 feet; thence North 0 degrees 46 minutes 50 seconds East a distance of 67.41 feet to the east line of existing County Road No. 76 and POINT OF BEGINNING; thence continuing North 0 degrees 46 minutes 50 seconds East along said east line a distance of 492.76 feet to the beginning of a tangential curve, concave to the southwest, having a radius of 766.20 feet and a central angle of 31 degrees 38 minutes 26 seconds; thence northwesterly along said curve and

said east line a distance of 423.12 feet to the beginning of a non-tangential curve, concave to the south, having a chord bearing of North 72 degrees 14 minutes 52 seconds East, a chord length of 175.77 feet, a radius of 313.84 feet, and a central angle of 32 degrees 31 minutes 29 seconds; thence northeasterly along said curve a distance of 178.15 feet; thence North 88 degrees 43 minutes 03 seconds East a distance of 506.10 feet; thence South 1 degree 16 minutes 57 seconds East a distance of 124.00 feet; thence North 88 degrees 43 minutes 03 seconds East a distance of 289.93 feet; thence South 0 degrees 34 minutes 33 seconds West a distance of 195.71 feet; thence South 89 degrees 25 minutes 27 seconds East a distance of 140.00 feet; thence South 0 degrees 34 minutes 33 seconds West a distance of 73.10 feet to the beginning of a tangential curve, concave to the west, having a radius of 310.00 feet and a central angle of 24 degrees 12 minutes 40 seconds; thence southerly along said curve a distance of 130.99 feet; thence South 24 degrees 47 minutes 13 seconds West a distance of 86.78 feet to the beginning of a tangential curve, concave to the east, having a radius of 390.00 feet and a central angle of 24 degrees 00 minutes 47 seconds; thence southerly along said curve a distance of 163.45 feet; thence South 0 degrees 46 minutes 26 seconds West a distance of 164.63 feet; thence North 89 degrees 13 minutes 34 seconds West a distance of 20.00 feet; thence South 0 degrees 46 minutes 26 seconds West a distance of 40.00 feet to the north line of existing CSAH 23; thence South 88 degrees 36 minutes 19 seconds West along said north line a distance of 611.22 feet to the beginning of a tangential curve, concave to the south, having a radius of 1482.40 feet and a central angle of 10 degrees 07 minutes 04 seconds; thence westerly along said curve a distance of 261.78 feet; thence North 51 degrees 00 minutes 01 second West along said north line a distance of 60.50 feet to the Point of beginning and there terminating.

Subject to restrictions, reservations, and easements of record. Containing approximately 20.55 acres.

Upon filing of the Plat referenced in this Agreement, the City Parcels will be described as:

Lot 1, Block 2 of the Plat of Great River Acres, Itasca County, Minnesota.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0286	Version:	1	Name:	Consider approval of the final plat of Great River Acres.
Type:	Agenda Item	Status:		Status:	Community Development
File created:	5/8/2019	In control:		In control:	City Council
On agenda:	5/13/2019	Final action:		Final action:	
Title:	Consider approval of the final plat of Great River Acres.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Great River Acres: Final Plat Resolution Approving Final Plat: Great River Acres				

Date	Ver.	Action By	Action	Result
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Consider approval of the final plat of Great River Acres.

Background Information:

The preliminary plat entitled Great River Acres was submitted by Chris Larson, PLS - SEH on behalf of the City of Grand Rapids and filed with the City on February 6, 2019. The property included within the preliminary plat is 41.51 acres in area, including proposed right-of-way, and is located in the NE quadrant adjacent to the Co. Road 76 and Co. Road 23/Golf Course Road intersection.

At the regular meeting, on March 7, 2019, the Planning Commission took up consideration of the preliminary plat of Great River Acres, conducted a public hearing, and made a recommendation to the City Council for its approval.

The City Council, at their regular meeting on March 25, 2019, accepted the recommendation of the Planning Commission, and approved the preliminary plat as recommended, with one additional requirement:

- A utility easement along the south edge of Lot 8, Block 2 be added. *(this was identified by the City Engineer and Surveyor after the Planning Commission had reviewed the preliminary plat.)*

The final plat documentation, in complete form, was recently filed with the City, with the required recommendation of the Planning Commission and City Council having been acknowledged and addressed. The City of Grand Rapids is requesting approval of the final plat of Great River Acres.

The Planning Commission recently reviewed the final plat document at a special meeting held on April 16, 2019 and forwarded, to the City Council, a recommendation for approval.

Requested City Council Action

Pass a motion accepting the recommendation of the Planning Commission and adopting the attached resolution approving the final plat of Great River Acres and authorize the Mayor and City Clerk to sign the plat documents.

GREAT RIVER ACRES

Part of the Southwest Quarter of the Southeast Quarter of Section 19, AND
 Part of the Northwest Quarter of the Northeast Quarter of Section 30, AND
 Part of the Northeast Quarter of the Northwest Quarter of Section 30,
 all in Township 55 North, Range 25 West, Fourth Principal Meridian,
 Itasca County, Minnesota

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Grand Rapids, a municipal corporation, being the owner of the following described property located in the City of Grand Rapids, County of Itasca, State of Minnesota, to wit:

The Northwest Quarter of the Northeast Quarter, in Section 30, Township 55 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota, LESS the County Road right-of-way, and LESS the North 210 feet of the West 470 feet of the Northwest Quarter of the Northeast Quarter and LESS the South 305 feet of the East 175 feet of the Northwest Quarter of the Northeast Quarter;

AND

The Southwest Quarter of the Southeast Quarter, Section 19, Township 55 North, Range 25 West, Itasca County, Minnesota, LESS the South 210 feet of the West 470 feet and LESS the North 900 feet of the Southwest Quarter of the Southeast Quarter;

AND

That part of the Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4), Section 30, Township 55 North, Range 25 West, Itasca County, Minnesota, lying northeasterly of County Road 76 and southerly of the following described line:

Commencing at the North Quarter Corner of said Section 30; thence South 0 degrees 46 minutes 50 seconds West along the east line of said NE 1/4 of NW 1/4 a distance of 209.89 feet to the POINT OF BEGINNING; thence South 88 degrees 42 minutes 28 seconds West a distance of 32.59 feet; thence South 58 degrees 29 minutes 28 seconds West a distance of 109.62 feet to the northeasterly line of said County Road 76; thence South 51 degrees 15 minutes 01 second West a distance of 50.00 feet to the centerline of said County Road 76 and there terminating.

Has caused the same to be surveyed and platted as GREAT RIVER ACRES and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said City of Grand Rapids, a Minnesota municipal corporation, has caused these presents to be signed by its proper officers on this _____ day of _____, 20____.

Signed: City of Grand Rapids as owner

Dale Adams, Mayor

Kimberly Gibeau, City Clerk

I, Chris A. Larsen, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.021, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Chris A. Larsen, Professional Land Surveyor
Minnesota License No. 45848

STATE OF MINNESOTA
COUNTY OF SAINT LOUIS

This Instrument was acknowledged before me on this _____ day of _____, 20____, A.D. by Chris A. Larsen, Minnesota License Number 45848.

Michele Hayes, Notary Public
St. Louis County, Minnesota
My Commission Expires 01-31-2020

CITY OF GRAND RAPIDS

We do hereby certify that on this _____ day of _____, 20____ the City of Grand Rapids approved this plat.

Signed: City of Grand Rapids

Dale Adams, Mayor

Kimberly Gibeau, City Clerk

ITASCA COUNTY AUDITOR

I do hereby certify that there are no delinquent taxes on the above described property as of this _____ day of _____, 20____.

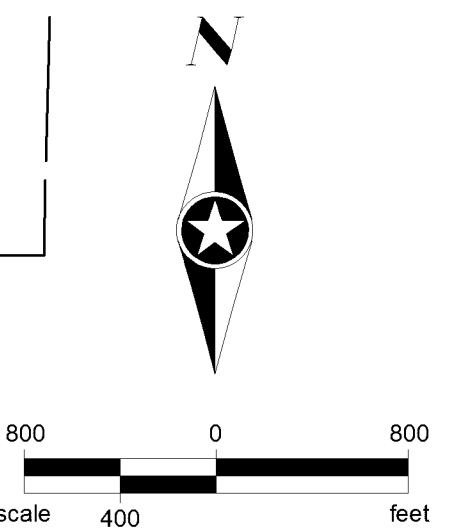
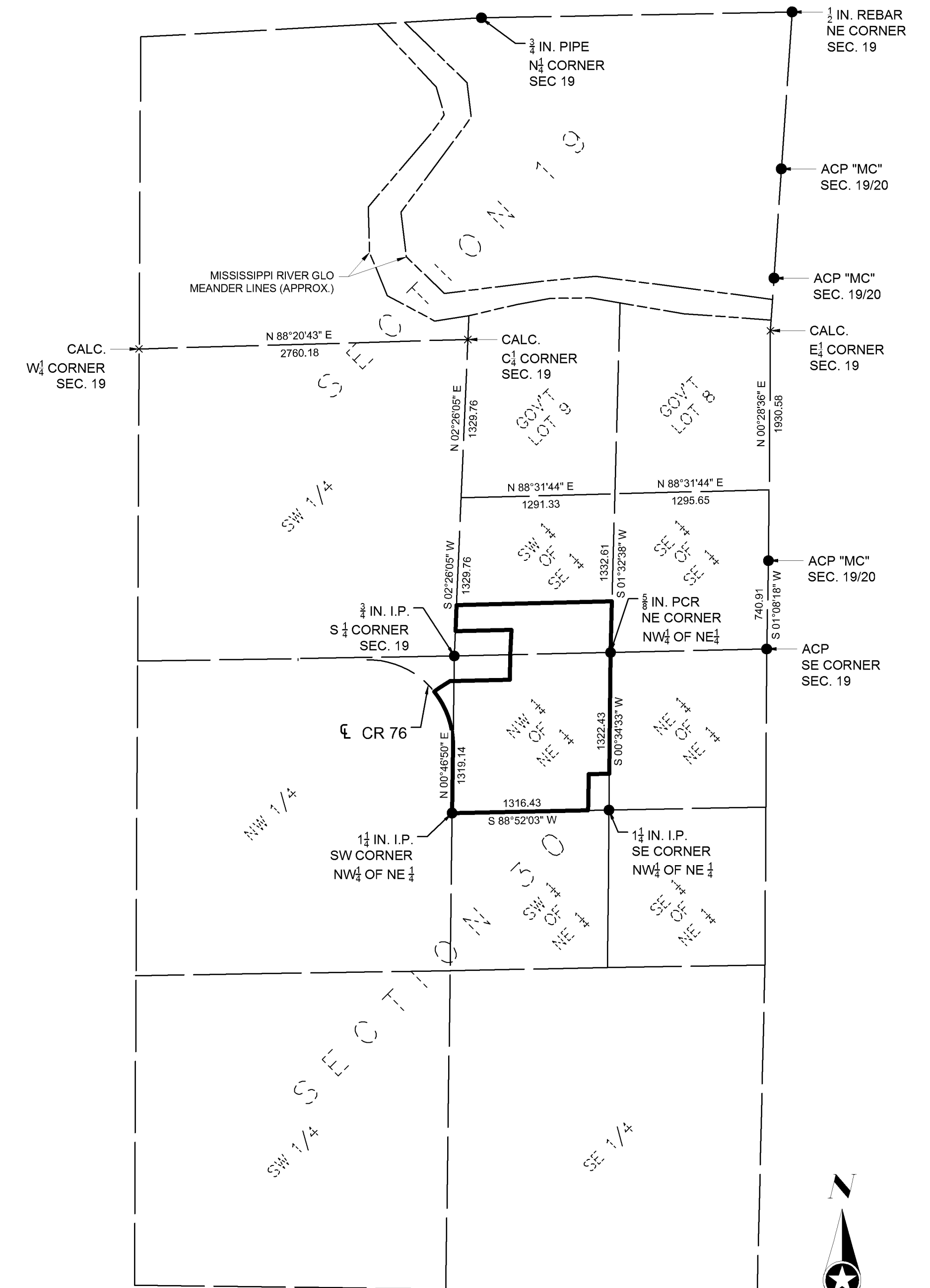
Jeffrey T. Walker
Auditor / Treasurer
Itasca County, Minnesota

ITASCA COUNTY RECORDER

I do hereby certify that the within instrument was filed in this office for record this _____ day of _____, 20____, at _____ o'clock _____ M as Document Number _____.

Nicolle Zuehlke
Recorder / Registrar
Itasca County, Minnesota

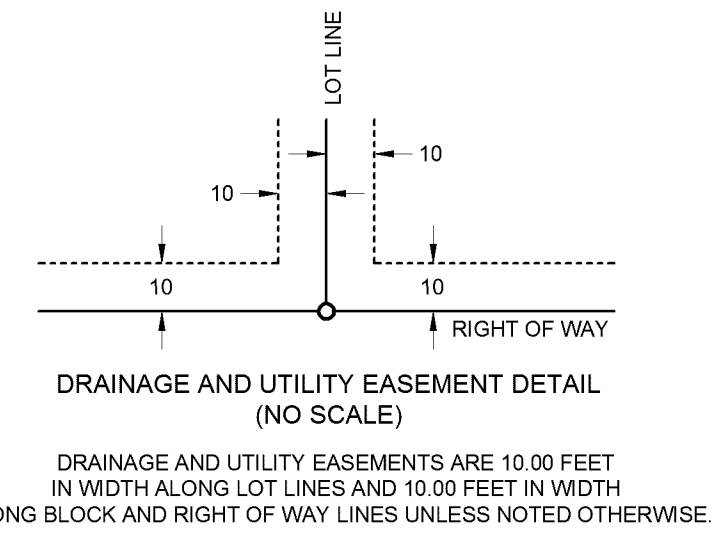
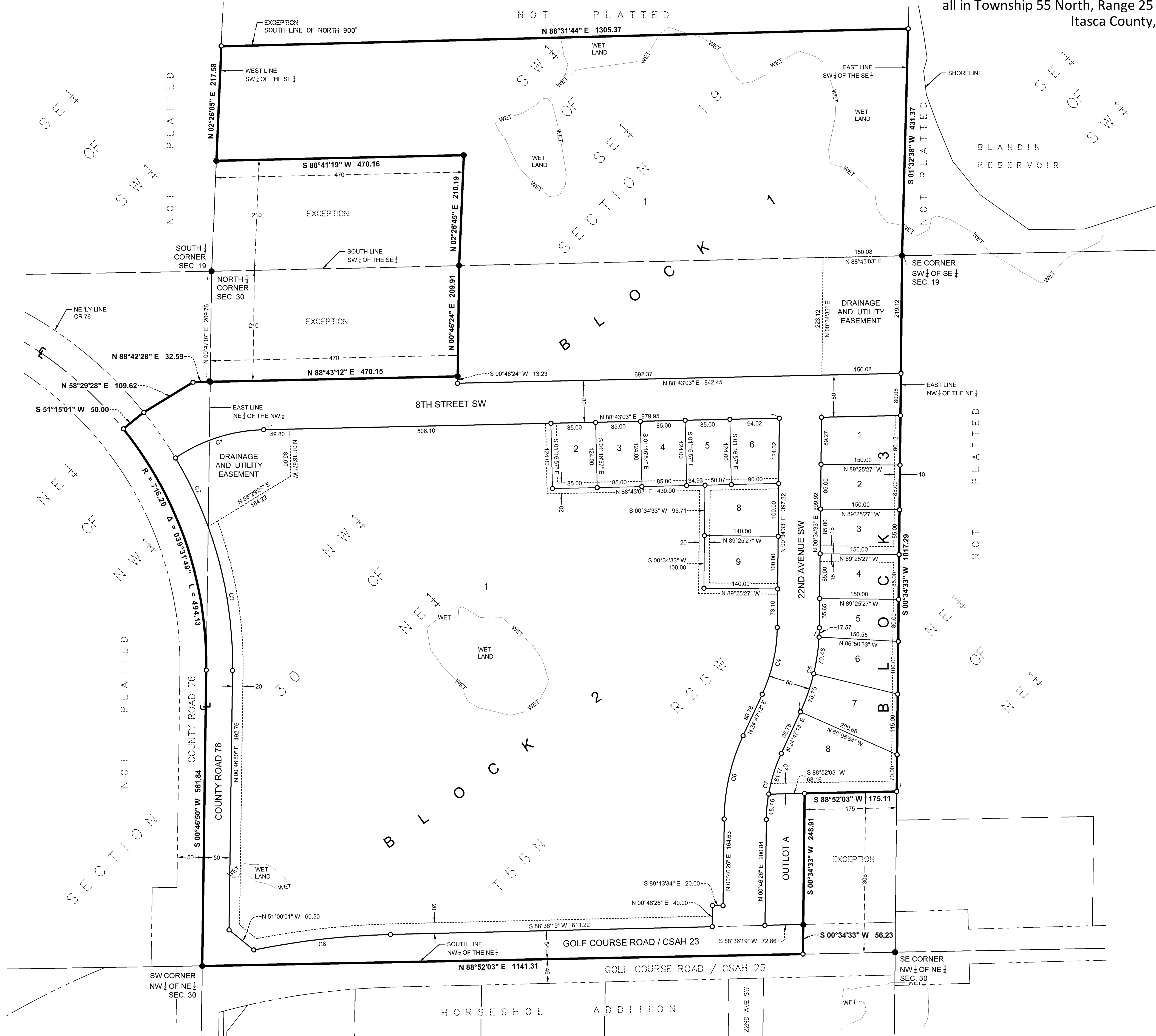
VICINITY MAP
SECTIONS 19 AND 30, TOWNSHIP 55 NORTH,
RANGE 25 WEST, ITASCA COUNTY, MINNESOTA



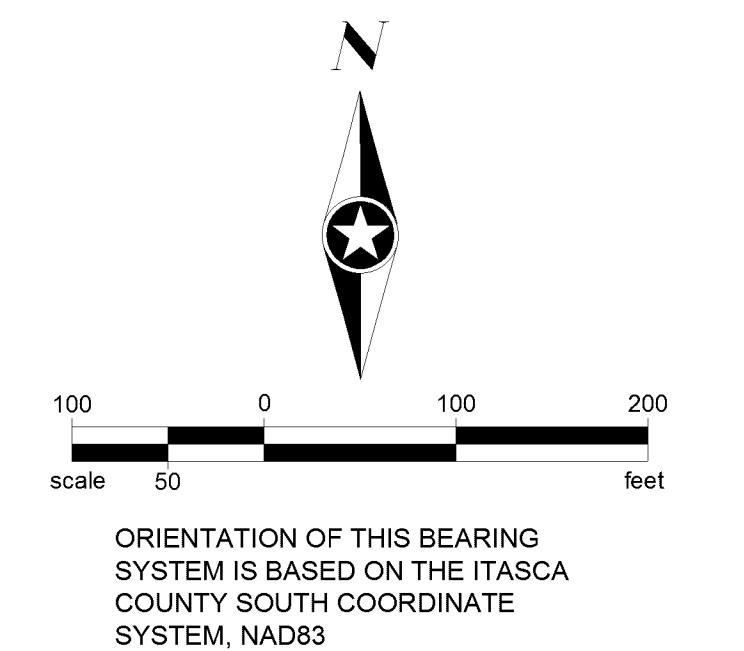
ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY SOUTH COORDINATE SYSTEM, NAD83

GREAT RIVER ACRES

Part of the Southwest Quarter of the Southeast Quarter of Section 19, AND
 Part of the Northwest Quarter of the Northeast Quarter of Section 30, AND
 Part of the Northeast Quarter of the Northwest Quarter of Section 30,
 all in Township 55 North, Range 25 West, Fourth Principal Meridian,
 Itasca County, Minnesota



Curve Table			
Curve	Length	Radius	Delta
C1	178.15	313.84	032°31'29"
C2	144.79	766.20	010°49'38"
C3	278.33	766.20	020°48'48"
C4	130.99	310.00	024°12'40"
C5	164.80	390.00	024°00'47"
C6	163.45	390.00	024°00'47"
C7	129.92	310.00	024°00'47"
C8	261.78	1482.40	010°07'04"



LEGEND	
RIGHT OF WAY	-----
DRAINAGE AND UTILITY EASEMENT	-----
LOT LINE	-----
BLOCK LINE	-----
PLAT BOUNDARY	-----
BENCHMARK	⊕
FOUND MONUMENT	●
SET MONUMENT	○
WETLAND	WET
SECTION	-----



Save: 4/12/2019 1:51 PM aofleskie Plot: 4/12/2019 2:01 PM S:\FUG\GRANR\488619-survey92-CAD\15-dwg\Final Plat DRAFT_recover.dwg

Grand Rapids City Council member _____ introduced the following resolution and moved for its adoption:

THE CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. 19-__

**THE FINAL PLAT ENTITLED
“GREAT RIVER ACRES”**

WHEREAS, the City has determined that there is a shortage of available residential property to support current and future expansion within the city; and

WHEREAS, the property development establishes a location for one of Independent School District #318’s new elementary schools, fifteen single-family residential lots, and approximately 15 acres for future multi-family residential development; and

WHEREAS, the City Council has ordered the construction of infrastructure improvements under City Project 2019-1 (as hereinafter described), which includes the new construction of; public infrastructure (water & sanitary sewer) within the right of way of Golf Course Road from 22nd Avenue SW to the east 1,150 feet, 22nd Avenue SW, from Golf Course Road to the north 1,000 feet, 8th Street SW, from County Road 76 to the east 1,050 feet, within the Great River plat; and

WHEREAS, on March 7, 2019 the Planning Commission conducted a public hearing on the preliminary plat of Great River Acres, and recommended approval of said preliminary plat, and

WHEREAS, the City Council approved the preliminary plat of Great River Acres as recommended by the Planning Commission on March 25, 2019, and

WHEREAS, the Planning Commission reviewed the final plat of Great River Acres on April 16, 2019 and found the plat to be in compliance with the City Code, and recommended approval of said final plat, and

WHEREAS, the final plat of Great River Acres conforms to the approved preliminary plat, and

WHEREAS, In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids as follows:

That the plat of Great River Acres, a subdivision of the City of Grand Rapids, is hereby approved.

Approved by the City Council of the City of Grand Rapids this 13th day of May, 2019.

Dale Adams, Mayor

Attest:

Kim Gibeau, City Clerk

Grand Rapids City Council member _____ seconded the foregoing resolution and the following voted in favor thereof; _____; and the following voted against same _____; whereby the resolution was declared duly passed and adopted.

DRAFT



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0287	Version:	1	Name:	Consider approval of the preliminary plat of Rebound Commercial Addition.
Type:	Agenda Item	Status:		In control:	City Council
File created:	5/8/2019	Final action:			
On agenda:	5/13/2019				
Title:	Consider approval of the preliminary plat of Rebound Commercial Addition.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Rebound Commercial Addition: Area & Zoning Maps Rebound Commercial Add.: Plat Documents Rebound Commercial Add.: Application Preliminary Plat: Review Committee Comments May 2, 2019 Planning Commission Meeting Minutes-draft				

Date	Ver.	Action By	Action	Result
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Consider approval of the preliminary plat of Rebound Commercial Addition.

Background Information:

A preliminary plat entitled Rebound Commercial Addition was submitted by the planning firm: LJA (Lightowler-Johnson Associates) on behalf Rebound Hospitality (property owners Grand Rapids Sawmill Redevelopment, LLC, and Big Ten Real Estate, LLC). The property included within the preliminary plat is approximately 10.46 acres in area, including proposed right-of-way, and is located on the former Sawmill Inn property (2301 S US HWY 169). A complete legal description of the subject property is included within the preliminary plat documents.

The proposed area of the subdivision is currently zoned GB (General Business), with the exception of Outlot A which is located within an R-3 (Multi-family Residential-*medium density*) zoning district. The existing zoning designation was consistent with the former use of the property, and will also accommodate the proposed uses within the plat.

Upon completion of removal of the former Sawmill Inn building and surface parking area, the property will be reconfigured with city streets, water, sanitary sewer, and storm sewer system, and will generally be developed as follows:

- Block 1
 - Lot 1: 1.76 acres, hotel proposed for future use.
 - Lot 2: 1.81 acres, potential restaurant for future use.
 - Lot 3: 2.81 acres, mixture of potential future uses- bank, fast food restaurant, daycare center.
- Block 2
 - Lot 1: .58 acres, undetermined commercial future use.
 - Lot 2: 1.03 acres, combination of retail space and potential coffee shop w/drive-thru for future use.
- Outlot A, 1.46 acres dedicated for a storm-water retention pond, serving several lots with in Rebound Commercial Add., and potentially from future development on 15 acre lot owned by Big Ten Real Estate, LLC. An association will be formed (for ownership, maintenance and tax purposes), which will include all lots within the plat, draining storm water to the holding pond. (Shoreland Rural Residential) zoning designation.
- 23rd Street SW, will provide access to the plat area from US Highway 169 and extend west to 1st Avenue SW. The two access points to the former Sawmill Inn property, will be consolidated into one access point (23rd

St. SW) which will be aligned with the entrance drive to the Target (and Super One) properties on the east side of Hwy 169. Additionally, a right turn lane will be added to Hwy. 169, for the southbound entrance onto 23rd Street.

- 1st Avenue SW, will extend to the northern edge of the plat from its intersection point with 23rd St. SW. Proposed road extension to the north will depend on future development. An easement will be established in the area north of 1st Avenues end point, for city maintenance vehicle/snow plow turn-around and snow storage.

The 2011 Comprehensive Plan's general vision for land use in the area of this proposed subdivision is that of: Commercial use designation on the former Sawmill Inn site, and Multi-Family Residential use designation for the north and west of the plat area, including Outlot A, and owned by the plat petitioners. These future land use designations are consistent with the zoning in the area, and past and proposed uses.

The 2011 Comprehensive Plan's general vision for land use in the area of this proposed subdivision is that of: Commercial use designation on the former Sawmill Inn site, and Multi-Family Residential use designation for the north and west of the plat area, including Outlot A, and owned by the plat petitioners. These future land use designations are consistent with the zoning in the area, and past and proposed uses.

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

1. Update legal description of plat area on cover page, to incorporate new area of Outlot A.
2. Verify/update ownership signature lines on cover page.
3. Graphically depict public easements consistently.
4. Add 20' utility easement along north side of Block 2.
5. Add 15' utility easement along west side of Lot 3, Block 1 - project north through portion of Lot 2, Block 1.
 1. Add 30' utility easement along south side of Lot 2, Block 1.
 2. Add 20' utility easement along south side of Lot 3, Block 1.
 3. All road should be shown as 40' wide, face of curb to face of curb.
 4. 6' sidewalks should be shown on both sides of public roads.
 5. Confirm use (or lack of) of existing sanitary sewer line within the SE area of the plat (Lot 3, Block 1).
 6. Confirm plan for storm water treatment on Lots 1 & 2, Block 2.
 7. Storm sewer laterals from Lot 2 & 3, Block 1 should connect to a manhole.
 8. Existing electrical infrastructure located on private property to be relocated or abandoned.
 9. Electric lines on public right-of-way to be reconstructed on public right-of-way.
 10. Cap waterline and remove old hydrant (location of new entrance to site).
 11. Add new valve and hydrant (south side of new entrance to site)
 - a. New hydrant spec's: top of hydrants set between 36" - 42" above grade
 12. Individual water shut-offs at each site.
 13. Class 52 ductile or C900 plastic on water main.

Additionally, the preliminary plat was circulated to the MN Department of Transportation, as the plat is accessed off of US Trunk Highway 169 (review comment attached), as required by Minnesota Statute 505.03.

The Planning Commission conducted a public hearing to consider their recommendation to the City Council regarding the approval of this preliminary plat at their regular meeting on May 2, 2019. The Planning Commission found that the proposed subdivision was consistent with the Comprehensive Plan and approved a motion to recommend approval of the preliminary plat of Rebound Commercial Addition, contingent upon those items, described above, being addressed. The plat petitioner, at the public hearing, agreed to address the items put forth by the review committee.

Requested City Council Action

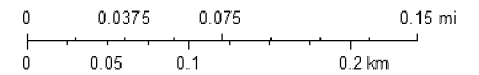
Consider approval of the preliminary plat of Rebound Commercial Addition.

Rebound Commercial Addition (preliminary Plat)



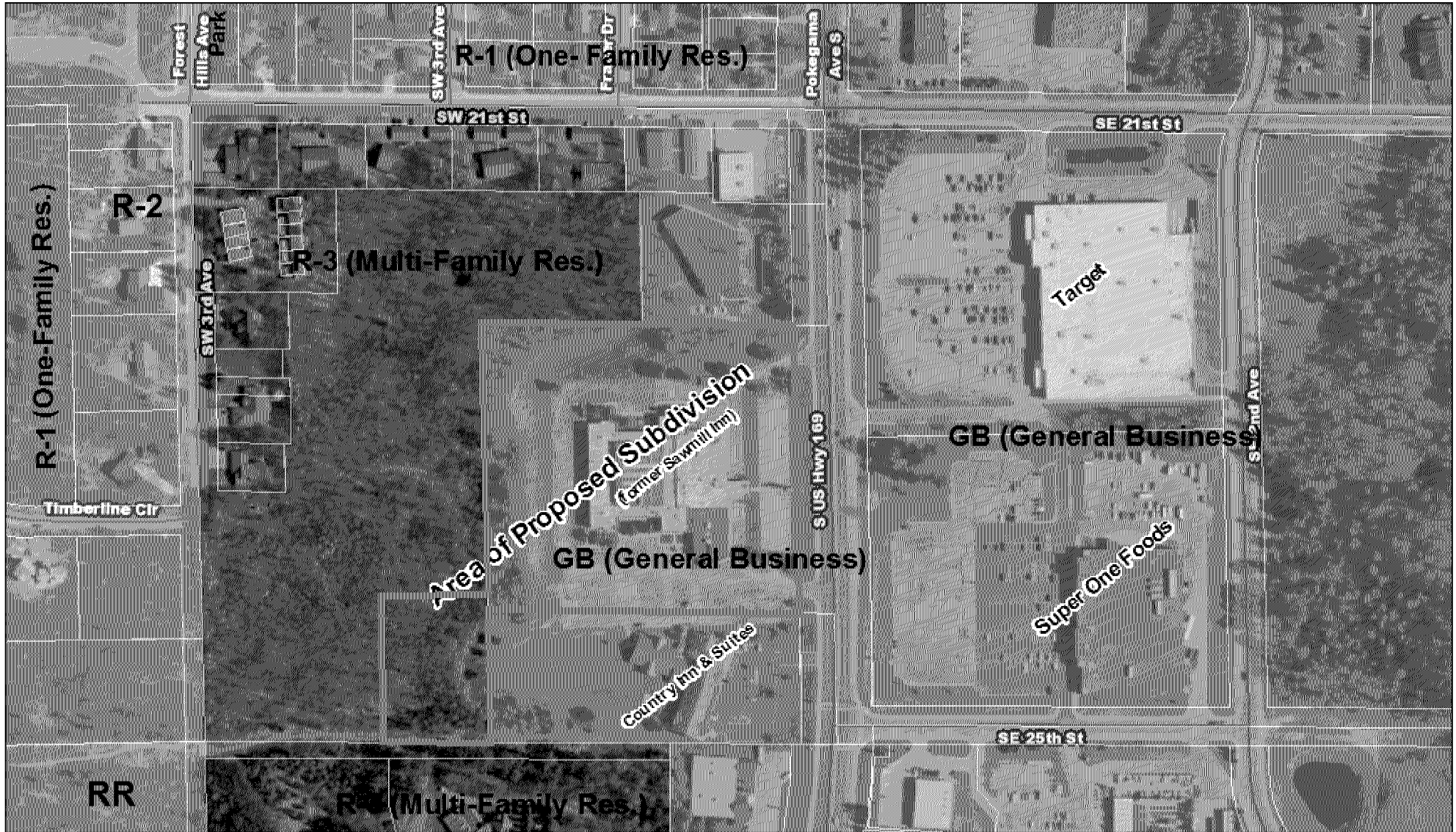
April 22, 2019

1:3,106

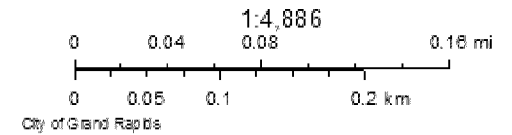


City of Grand Rapids

Rebound Commercial Addition (preliminary Plat)- Existing Zoning



April 25, 2019



REBOUND COMMERCIAL ADDITION

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
SECTION 33, TOWNSHIP 55 NORTH, RANGE 25 WEST,
ITASCA COUNTY, MINNESOTA
(A MAJOR SUBDIVISION)

OWNERS CERTIFICATE

Know All Persons By These Presents: Brett Reese, is the Owner and Proprietor of a parcel of land in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the 4th Principal Meridian, and being more particularly described as follows:

Commencing at the Northeast Corner of said Northwest Quarter of the Northwest Quarter; thence on an assumed bearing South 01 degree 23 minutes 50 seconds East along the East Line of said Northwest Quarter of the Northwest Quarter 450.00 feet; thence South 88 degrees 38 minutes 10 seconds West 75.00 feet to the Point of Beginning, said Point of Beginning being on the westerly right of way line of U.S. Highway No. 169; thence continue South 88 degrees 38 minutes 10 seconds West 651.00 feet; thence South 01 degree 23 minutes 53 seconds East 120.00 feet; thence South 88 degrees 36 minutes 07 seconds West 225.00 feet; thence South 01 degree 23 minutes 53 seconds East 250.00 feet; thence North 88 degrees 36 minutes 07 seconds East 225.00 feet; thence South 01 degree 23 minutes 53 seconds East 230.36 feet; thence North 88 degrees 36 minutes 45 seconds East 650.96 feet to the westerly right of way line of U.S. Highway No. 169; thence North 01 degree 23 minutes 41 seconds West along the westerly right of way line of U.S. Highway No. 169 a distance of 600.10 feet to the Point of Beginning. Containing 10.26 acres, more or less.

And that said party has caused the same to be surveyed and platted as REBOUND COMMERCIAL ADDITION.

BRETT REESE, President
Big Ten Development and Sawmill Redevelopment LLC

SURVEYORS CERTIFICATE AND ACKNOWLEDGMENT

I, Rodney W. Boyer, a Licensed Land Surveyor under the laws of the State of Minnesota, do hereby certify that I have supervised the survey and preparation of this plat of REBOUND COMMERCIAL ADDITION to the City of Grand Rapids, Itasca County, Minnesota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that the outside boundary lines are correctly designated on said plat; and that there are no wetlands upon the platted property.

Dated this _____ day of _____, 2019.

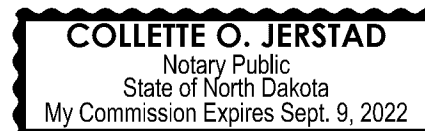
Rodney W. Boyer, Licensed Land Surveyor
Minnesota License No. 11560

STATE OF NORTH DAKOTA
COUNTY OF CASS

On this _____ day of _____, 20____, before me, a Notary Public within and for said County and State, personally appeared Rodney W. Boyer, Professional Land Surveyor, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed same as their free act and deed.

Notary Public, Cass County, ND

My Commission Expires _____.



CITY OF GRAND RAPIDS

We hereby certify on this _____ day of _____, 2019 the City of Grand Rapids, Minnesota approved this plat.

By: _____
Kimberly Gibeau, City Clerk

By: _____
Dale Adams, Mayor

ITASCA COUNTY AUDITOR

I hereby certify that there are no delinquent taxes on the above described property as of this _____ day of _____, 2019

By: _____
Jeffery T. Walker, Auditor / Treasurer

ITASCA COUNTY RECORDER

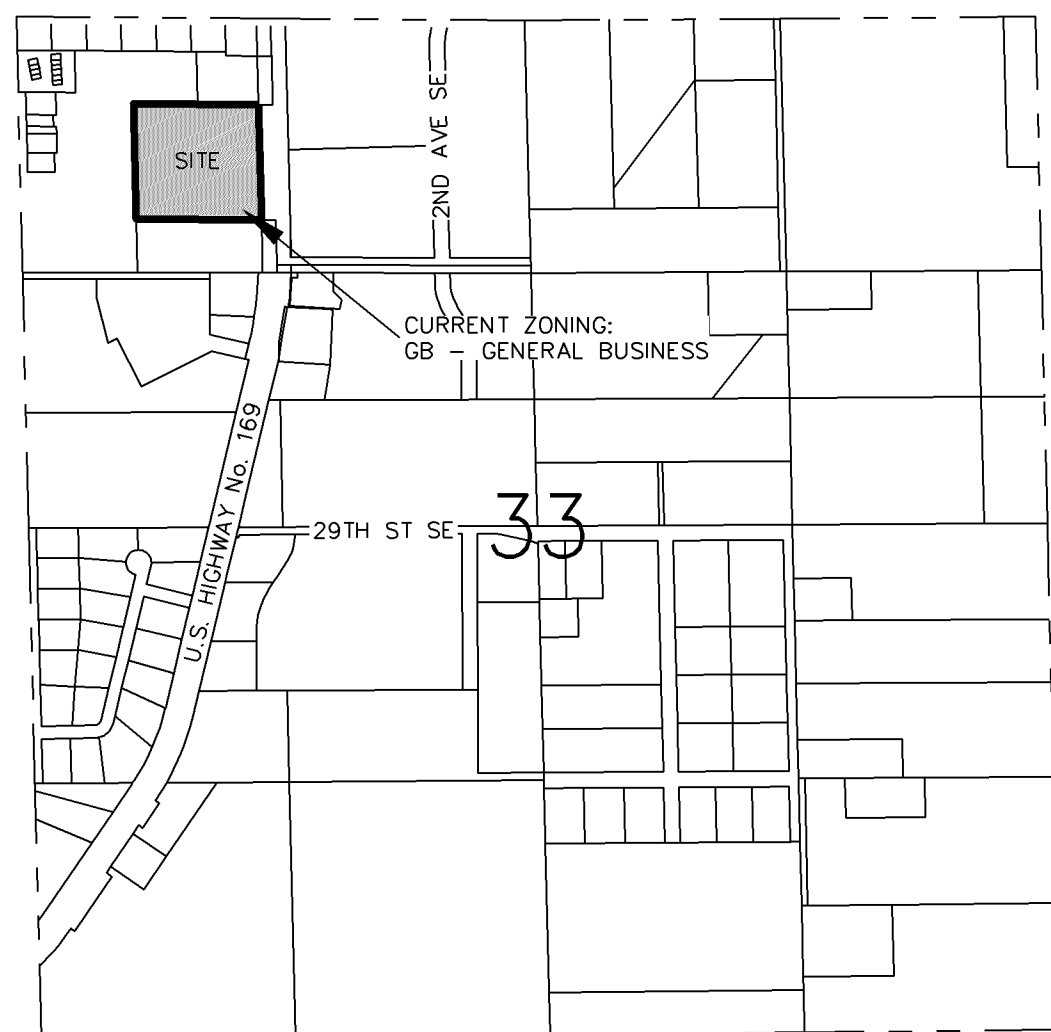
I hereby certify that the within instrument was filed in this office for record this _____ day of _____, 2019, at _____ o'clock ____M as Document Number _____.

By: _____
Nicolle Zuehlke, Itasca County Recorder / Registrar
Itasca County, Minnesota

REBOUND COMMERCIAL ADDITION

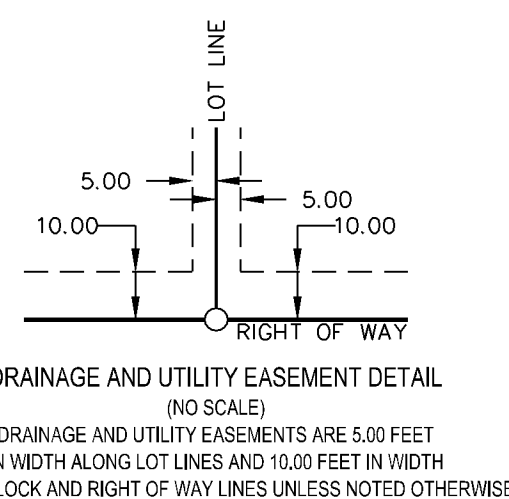
PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
SECTION 33, TOWNSHIP 55 NORTH, RANGE 25 WEST,
ITASCA COUNTY, MINNESOTA
(A MAJOR SUBDIVISION)

VICINITY MAP
SEC 33 - TWP 55 - RGE 25



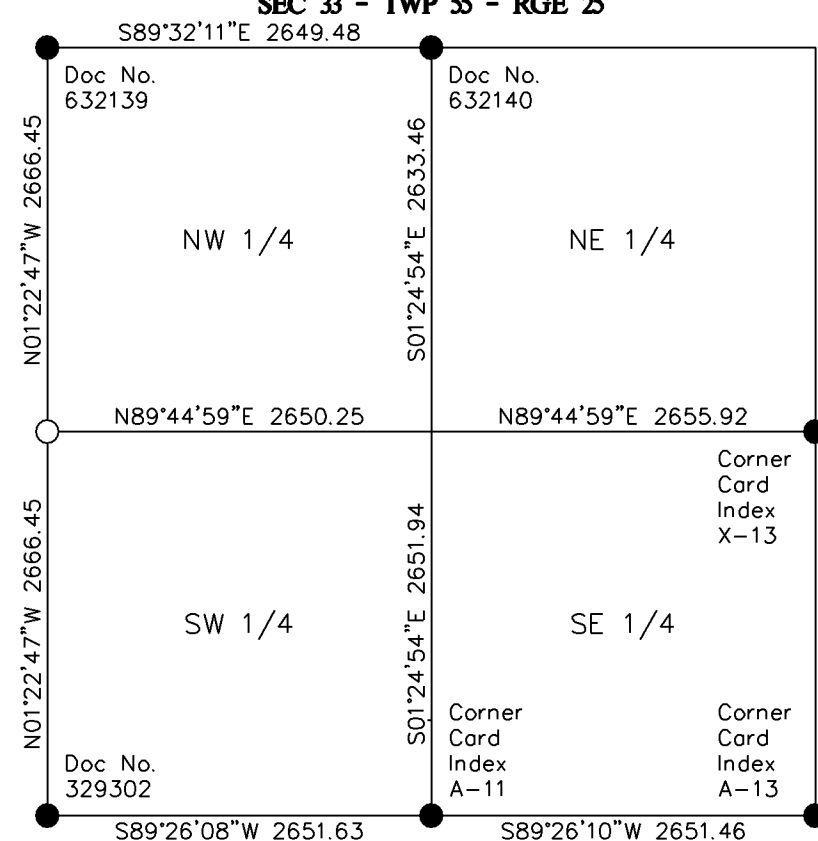
33

CURRENT ZONING:
GB - GENERAL BUSINESS



SECTION SUBDIVISION

SEC 33 - TWP 55 - RGE 25



LEGEND

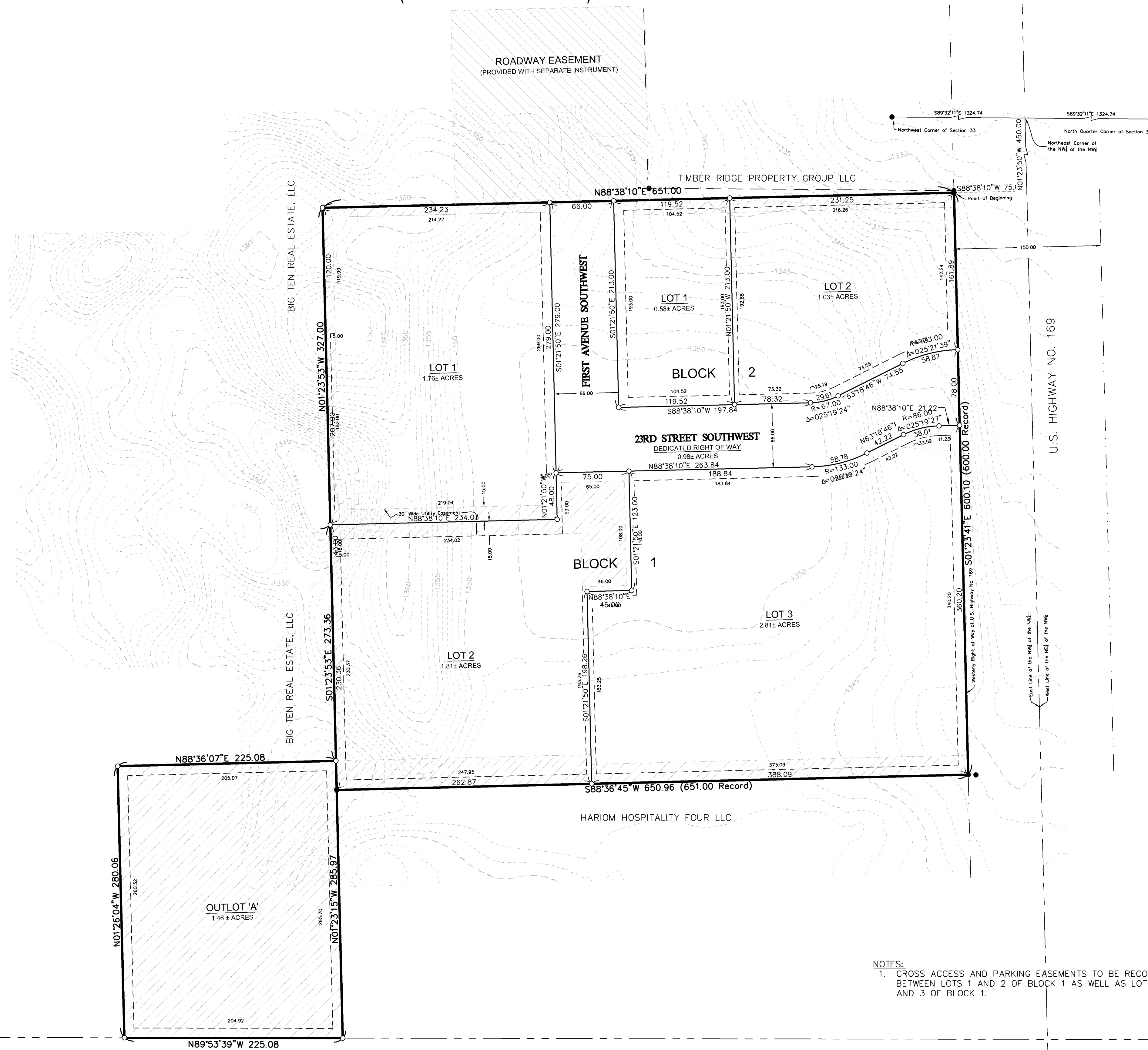
- FOUND SURVEY MONUMENT
- 5/8" REBAR SET AND MARKED 11560
- BOUNDARY LINE
- - - LOT LINE
- - - SECTION LINE
- - - EASEMENT LINE

Surveyor: Rodney Boyer
Lightowler Johnson Associates
700 Main Avenue
Fargo, ND 58103

Owner: Bret Reese, President
Big Ten Development
527 Professional Drive, Suite 100
Northfield, MN 55058

DATE OF PREPARATION: 1/25/19

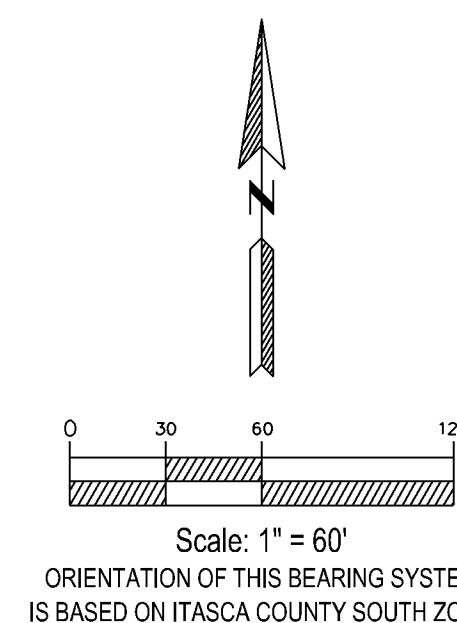
LJA ARCHITECTURE ENGINEERING
PLANNING LAND SURVEYING
FARGO, ND 701.293.1350
ST PAUL, MN
WWW.LJA-1.COM

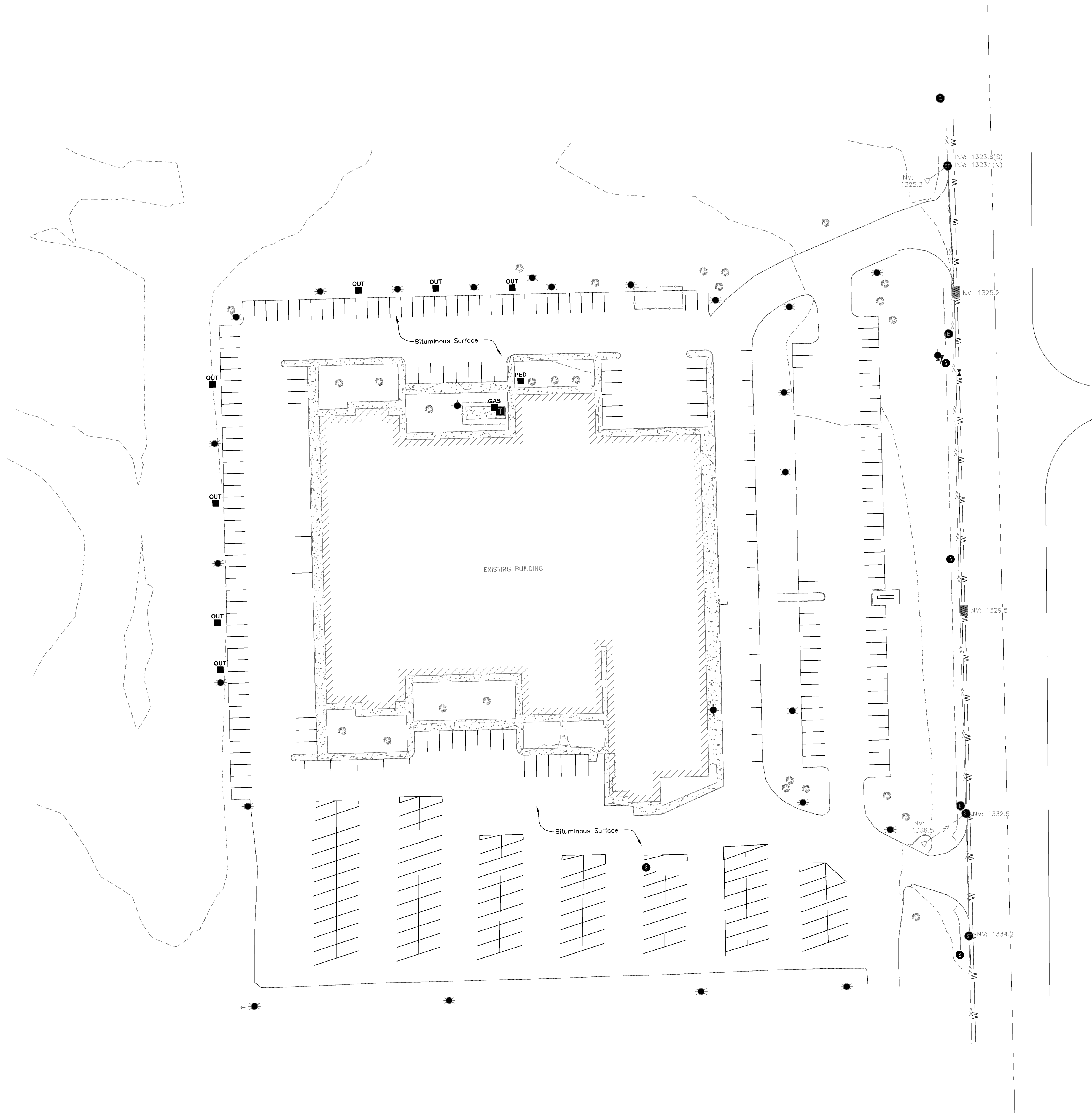


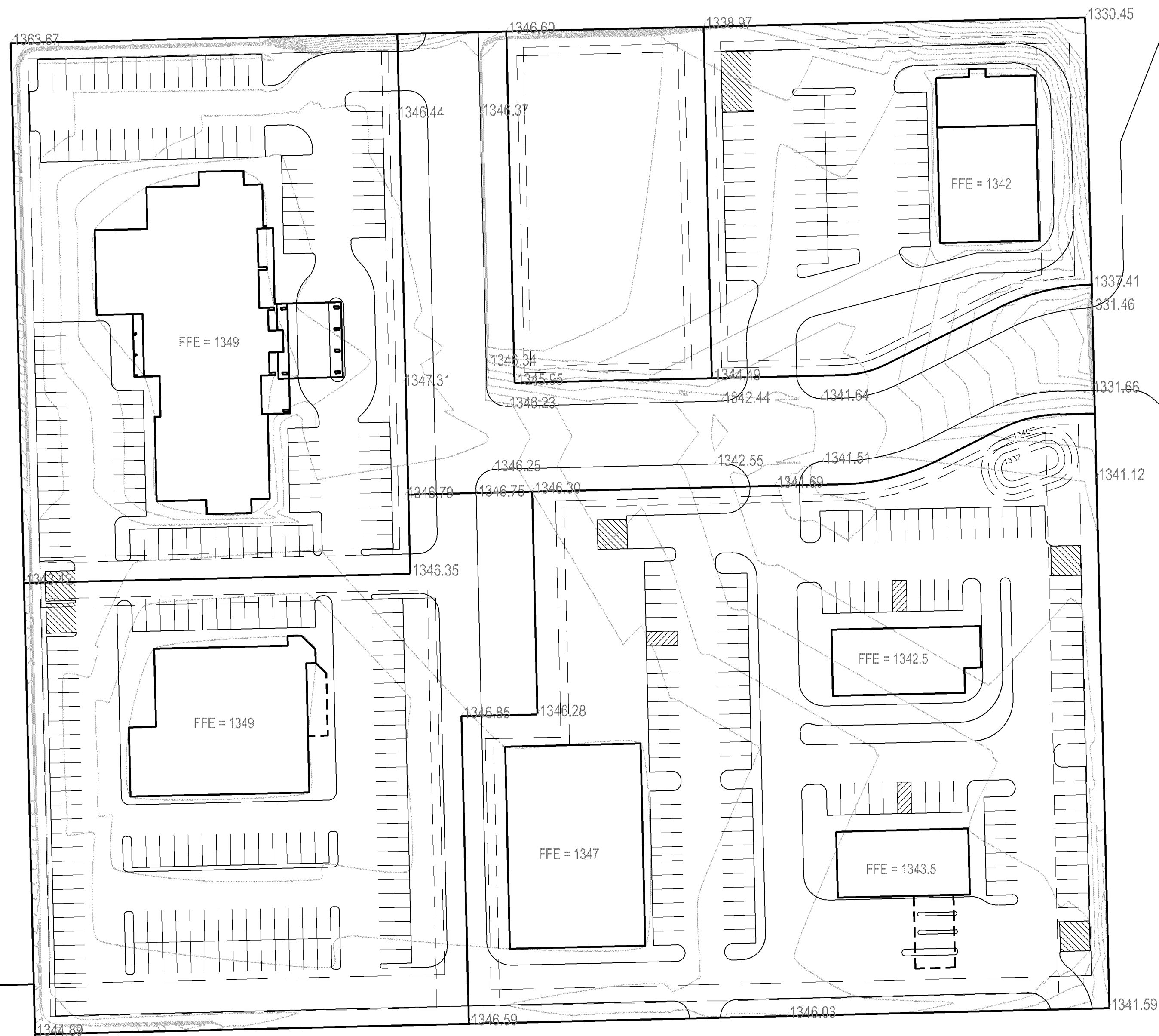
Benchmark
Top Nail of Hydrant
Elev. 1334.06

NOTES:

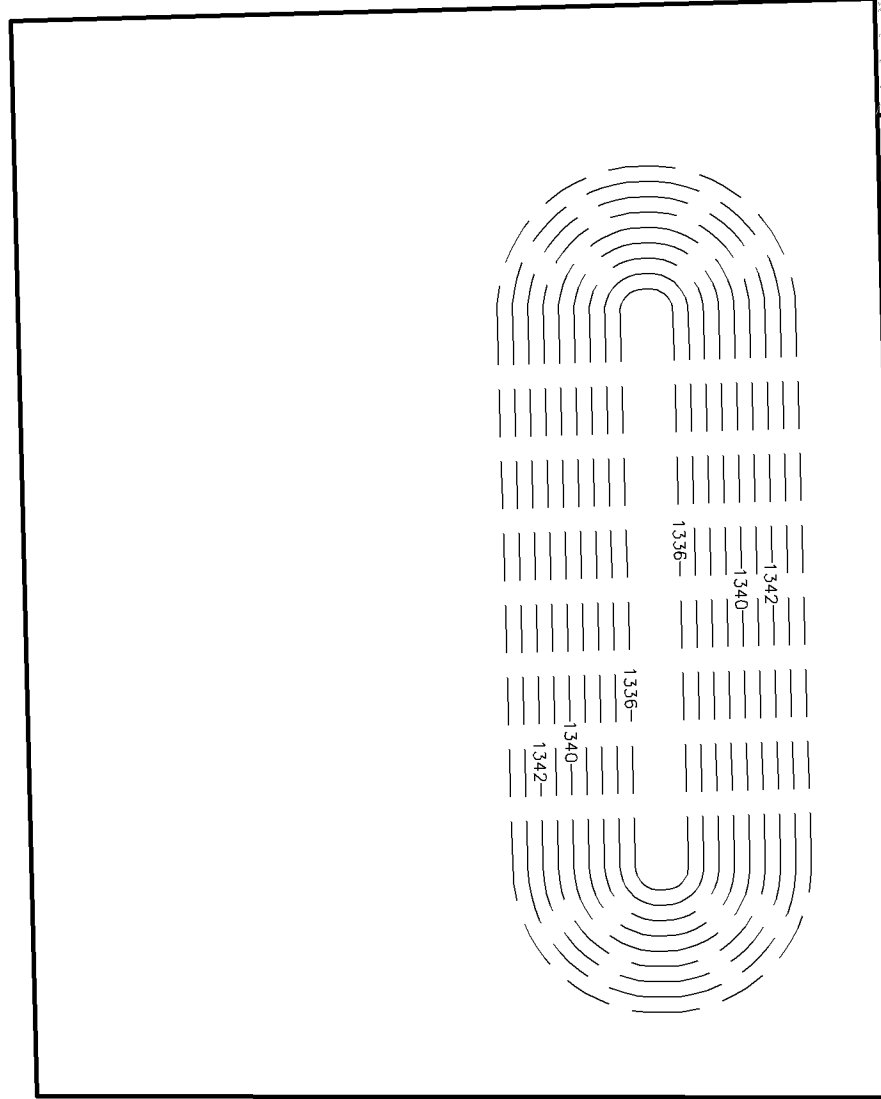
1. CROSS ACCESS AND PARKING EASEMENTS TO BE RECORDED BETWEEN LOTS 1 AND 2 OF BLOCK 1 AS WELL AS LOTS 2 AND 3 OF BLOCK 1.







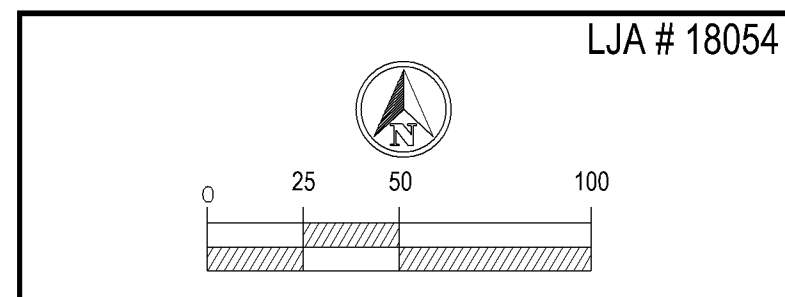
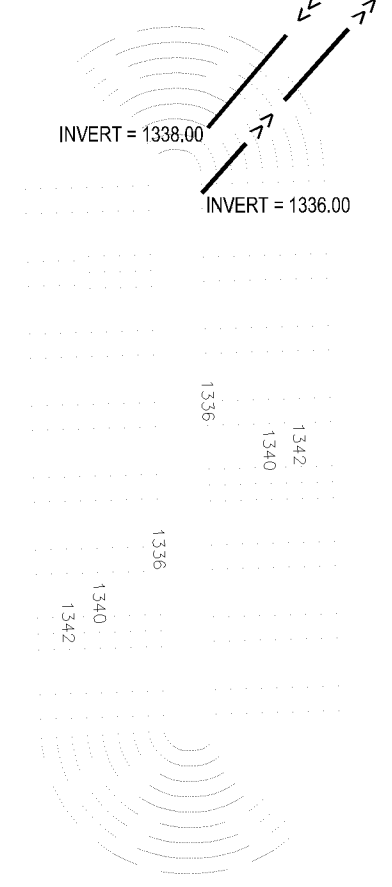
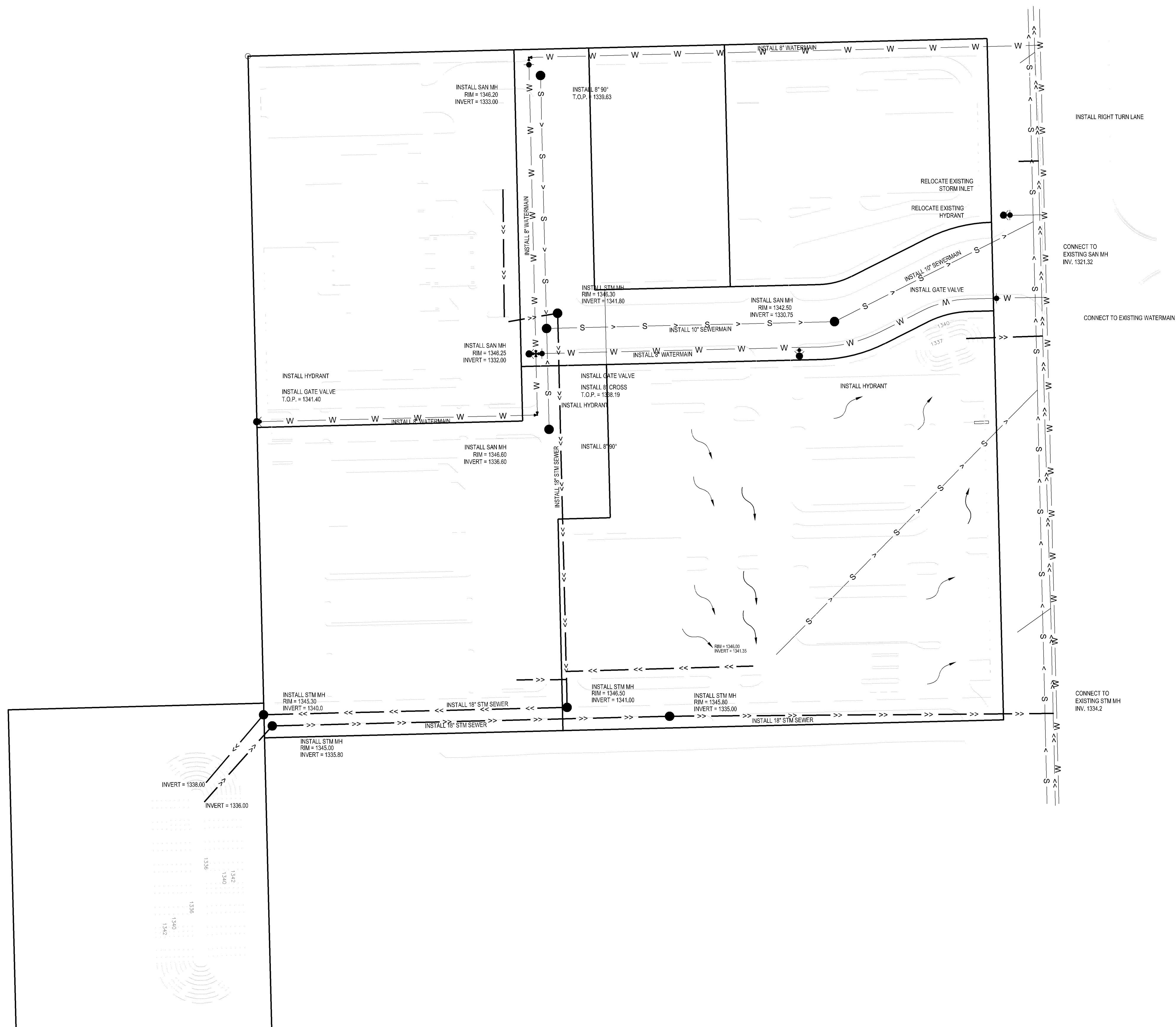
POKEGAMA AVE SOUTH
(US HWY 169)



LJA # 18054

EXISTING SITE

REBOUND COMMERCIAL ADDITION
GRAND RAPIDS, MINNESOTA



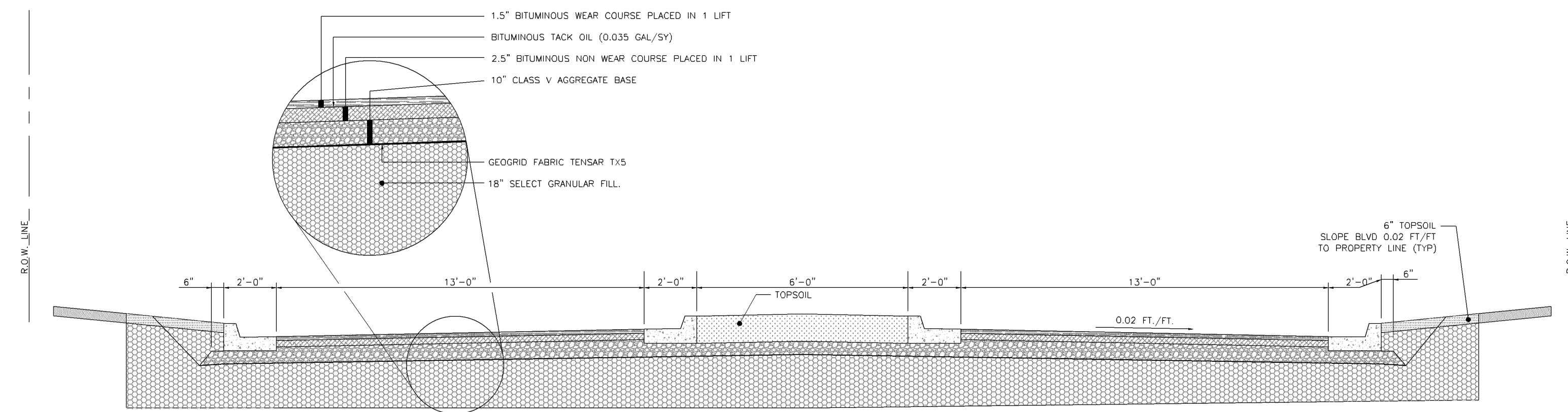
LJA # 18054

PROPOSED SITE

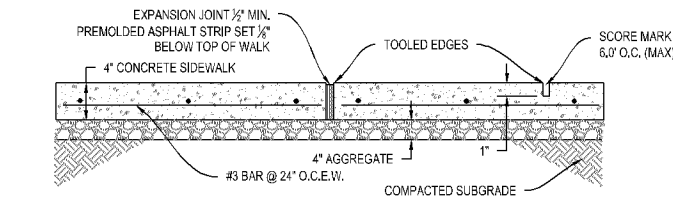
REBOUND COMMERCIAL ADDITION
GRAND RAPIDS, MINNESOTA

LJA ARCHITECTURE ENGINEERING
PLANNING LAND SURVEYING

FARGO, ND 701.293.1350
WILLISTON, ND 701.577.0033
www.LJA-1.com

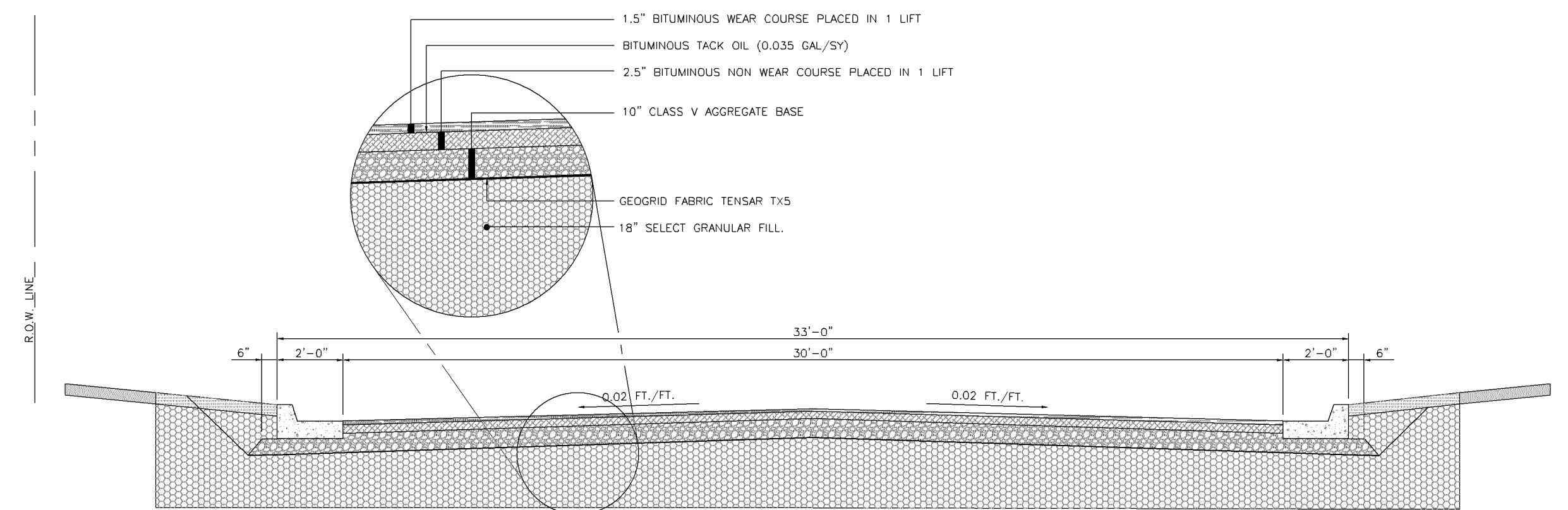


**STREET SECTION
WITH MEDIAN**

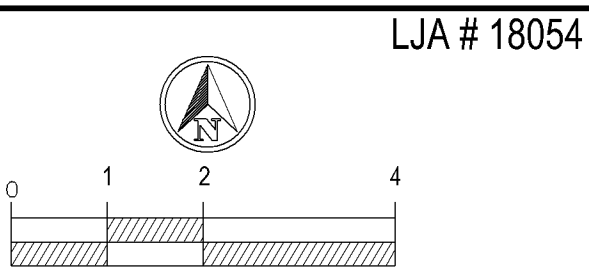


- NOTES:
1. PROVIDE EXPANSION MATERIAL AT EXISTING CONCRETE JOINTS, BUILDINGS, & EQUIPMENT TO CURB & GUTTER IN SLABFORMING SEALS.
 2. PROVIDE FULL DEPTH EXPANSION JOINT WITH 1/2" EXPANSION MATERIAL AT 15' INTERVALS.
 3. SCORE 1" DEEP AT 6' INTERVALS OR LESS TO APPROXIMATE SQUARE DESIGN.
 4. PROVIDE 45 DEGREE 1" O.C. AT CONSTRUCTION JOINTS.
 5. EXPANSION JOINTS SHALL BE LOCATED AT ALL CONCRETE WALK INTERSECTIONS, DOOR OPENINGS, BUILDING WALLS.
 6. MAXIMUM CROSS SLOPE 2% MAXIMUM LENGTH 10' MAX. SLOPE 5%.

SIDEWALK SECTION



STREET SECTION



LJA # 18054

ROAD PROFILES

REBOUND COMMERCIAL ADDITION
GRAND RAPIDS, MINNESOTA

LJA ARCHITECTURE ENGINEERING
PLANNING LAND SURVEYING
FARGO, ND 701.293.1350
WILLISTON, ND 701.577.0033
WWW.LJA-1.COM



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

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

PLAT NAME: REBOUND COMMERCIAL ADDITION

Applicant/Business Name: REBOUND

Contact Person: Scott Koester

Address: 527 Professional Drive Suite 100, Northfield, MN Zip: 55058

Telephone:(Work) 651-366-6330 (Other) _____ (Fax) _____

E-mail Address: scottk@waicontinuum.com

Interest In Property: Partner in Ownership Group

Property Owner(s) of record: G R Development Corp

Address: 2301 South Hwy #169 Grand Rapids, MN Zip: 55744

Telephone:(Work) _____ (Other) _____ (Fax) _____

Surveyor or Engineer: Rodney Boyer Lightowler Johnson Associates

Address: 700 Main Avenue, Fargo, ND

Telephone:(Work) 701-293-1350 (Other) _____ (Fax) _____

E-mail Address: Main Contact - Nathan Anderson naderson@lja-1.com

Office Use Only

Date Received 3/6/2019

Certified Complete MAR 25 2019

Fee Paid \$2,525.00

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

Planning Commission Recommendation: (Preliminary) Approved _____ Denied _____ Meeting Date 5/2/19
 (Final) Approved _____ Denied _____ Meeting Date _____

City Council Action: (Preliminary) Approved _____ Denied _____ Meeting Date TOD
 (Final) Approved _____ Denied _____ Meeting Date _____

Parcel Information:

Tax Parcel #(s) 91-033-2206 Property Size(acres): 9 Acres

Existing Zoning: General Business

Proposed Zoning*1: _____

Existing Use: Commercial Business (Bar, Restaurant, & Hotel)

Proposed Use(s): Commercial Business (Retail, Bar, Restaurant, Lodging, Banking)

Property Address/Location: 2301 South U.S. Hwy #169, Grand Rapids, MN

Legal Description: _____

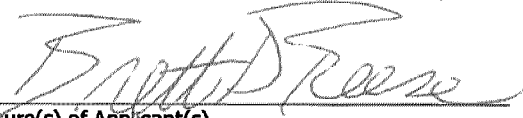
A Parcel of land in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the 4th Principal Meridian, and being more particularly described as follows:

Assuming the East boundary line of said NW1/4 NW1/4 to have a bearing of S 0° 45' 00"E and starting at a point on said East boundary line 450.00 feet southerly of the Northeast corner of said NW1/4 NW1/4; thence S 89° 17' 00" W for a distance of 75.00 feet to the point of beginning, said point of beginning being on the westerly Right-of-Way line of Highway #169; thence, continue S 89° 17' 00" W for a distance of 651.00 feet to a point; thence S 0° 43' 00" E for a distance of 600.00 feet to a point; thence N 89° 17' 00" E for a distance of 651.00 feet to a point on the westerly Right-of-Way of U.S. Highway #169; thence N 0° 43' 00" W along said westerly Right-of-Way for a distance of 600.00 feet to the point of beginning, containing 9.0 acres, more or less.

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

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

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


Signature(s) of Applicant(s)

1/9/19
Date

Owners Signature (if different than applicant)

Date

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

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

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

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

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

EXHIBIT A

File Number: 18004A

Policy Number: 81306-216136583

The Land referred to in this policy is described as follows:

A parcel of land in the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian and being more particularly described as follows: Assuming the East boundary line of said Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) to have a bearing of South 00 degrees 43 minutes 00 seconds East and starting at a point on said East boundary line 450.00 feet Southerly of the Northeast corner of said Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4); thence South 89 degrees 17 minutes 00 seconds West for a distance of 75.00 feet to the point of beginning, said point of beginning being on the Westerly right of way line of Highway No. 169; thence continue South 89 degrees 17 minutes 00 seconds West for a distance of 851.00 feet to a point; thence South 00 degrees 43 minutes 00 seconds East for a distance of 800.00 feet to a point; thence North 89 degrees 17 minutes 00 seconds East for a distance of 651.00 feet to a point on the Westerly right of way of U.S. Highway No. 169; thence North 00 degrees 43 minutes 00 seconds West along said Westerly right of way for a distance of 600.00 feet to the point of beginning.

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

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

Property ID: 91-033-2206
 Owner: G R DEVELOPMENT CORP

Taxpayer(s):

TAXPAYER # 134968
 GRAND RAPIDS SAWMILL REDEVELOPMENT
 LLC
 527 PROFESSIONAL DR
 NORTHFIELD MN 55057

Property Description:

GRAND RAPIDS CITY
 SEC:33 TWP: 55.0 RG:25 LOT: BLK: ACRES: 8.98
 S 650' OF N 1050' OF E651' LYG W OF HWY
 169 OF NW NW

2019 Property Tax Statement

VALUES & CLASSIFICATION			
Taxes Payable Year: 2018			
		2019	
STEP	Estimated Market Value:	2,200,000	1,997,100
1	Homestead Exclusion:		
	Taxable Market Value:	2,200,000	1,997,100
	New Improvements/ Expired Exclusions:		
	Property Classification:	COMM	COMM
Sent in March 2018			
STEP	PROPOSED TAX		
2	Proposed Tax:(excluding special assessments)		84,794.00
Sent in November 2018			
STEP	PROPERTY TAX STATEMENT		
3	First-half Taxes: May 15		42,606.00
	Second-half Taxes: October 15		42,606.00
	Total Taxes Due in 2019:		85,212.00

\$\$\$ REFUNDS? You may be eligible for one or even two refunds to reduce your property tax. 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.			
PROPERTY TAX AND CREDITS			
3. Property tax before credits		91,289.00	84,987.00
4. Credits that reduce property taxes:			
A. Agricultural and rural land credits			
B. Taconite tax relief			
C. Other credits			
5. Property tax after credits		91,289.00	84,987.00
PROPERTY TAX BY JURISDICTION			
6. County		20,301.56	18,866.14
7. City or Town		26,888.80	23,972.33
8. State General Tax		18,313.47	15,987.53
9. School District: A. Voter approved levies			1,788.61
0318			
B. Other local levies		8,326.62	7,783.75
10A. Special taxing district		82.55	86.67
B. Tax increment			
C. Fiscal disparity		17,376.00	16,501.97
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		91,289.00	84,987.00
SPECIAL ASSESSMENTS			
13A. SOLID WASTE ASSMT (COMMERCIAL-2)			225.00
B. SOLID WASTE ASSMT (COMMERCIAL-2)		225.00	
C.			
14. Total property tax and special assessments		91,514.00	85,212.00

ISSUED: 03/06/2019

2 ND HALF PAYMENT STUB



*910332206

TAXPAYER # 134968
 GRAND RAPIDS SAWMILL REDEVELOPMENT

COMM ACCT# 73655

Property ID Number:	91-033-2206
Full Tax for Year	85,212.00
Balance Due	42,606.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

ISSUED: 03/06/2019

1000009103322062019073655

Payable in **2019**

R

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

1 ST HALF OR FULL PAYMENT STUB



*910332206

TAXPAYER # 134968
 GRAND RAPIDS SAWMILL REDEVELOPMENT

COMM ACCT# 73655

Property ID Number:	91-033-2206
Full Tax for Year	85,212.00
Balance Due	42,606.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

ISSUED: 03/06/2019

1000009103322062019073655

Payable in **2019**

R

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 first half or full payment

Brent Dusek
Lightowler Johnson Associates
700 Main Avenue
Fargo, ND 58103

March 12, 2019

Grand Rapids Planning Commission
Grand Rapids, MN 55744

Preliminary Plat Application

Lightowler Johnson Associates would like to submit a preliminary plat on behalf of GR Development Corporation. The site is located at 2301 South US Highway #169 in Grand Rapids, MN. As part of this submittal we'd like to address the following:

- **A statement of proposed use of all of the lots.**
 - This property will consist of:
 - A Comfort Suites hotel sitting on a 1.76 acre site
 - A Restaurant sitting on a 1.81 acre site
 - A Daycare Center, Bank, and Fast Food Restaurant sitting on the 2.81 acre site.
 - A retail space and drive thru coffee shop on 1.03 acre site.
 - A stormwater retention pond sized to service all proposed properties.
- **A listing of any proposed protective covenants.**
 - We've provided an attachment that explains any covenant information. Please refer to attachment for that information.
- **Proposed reapportionment of any existing assessments.**
 - This is non-applicable to this project.

Please review the submitted materials and feel free to contact us with any questions or comments.

Sincerely,

Brent Dusek

LAW OFFICES
OF
SCHMITZ, OPHAUG & BLUMHOEFER, LLP
220 DIVISION STREET S.
NORTHFIELD, MINNESOTA 55057

JOHN M. OPHAUG
RYAN L. BLUMHOEFER†
KRISTIN L. YAHNKE

PHONE 507-645-9541
FAX 507-645-8232

PETER J. SCHMITZ
1940-2014

March 15, 2019

Scott Koester
SENT VIA EMAIL – skoester@reboundenterprises.com

RE: Grand Rapids Sawmill Redevelopment project / Preliminary Plat
Our File No.: 20347

Dear Scott:

I am writing in regard to the platting process for the Grand Rapids Sawmill redevelopment site.

The preliminary plat for Rebound Commercial Addition includes five lots, one outlot (Outlot A), and a street which would be dedicated to the public. The five lots and the dedicated street would be located on the approximately nine acre site which is being purchased on a contract for deed by Grand Rapids Sawmill Redevelopment, LLC from Grand Rapids Development Company. Outlot A would be located on the property owned by Big Ten Real Estate, LLC. Outlot A would be used as a holding pond for the storm water runoff from the nine acre site. You asked me for a short description of the current plan for ownership and ongoing maintenance of Outlot A.

The current plan for Outlot A would be to form a nonprofit corporation (i.e. an Association) in which the five lots within Rebound Commercial Addition would be members. The Association would own Outlot A. We would record covenants against all five lots and the Outlot which would give the Association the authority to levy assessments against the lots in order to pay for taxes, insurance, maintenance, and any other expenses related to the Outlot.

Please feel free to provide this letter to the City of Grand Rapids as part of the platting process, and don't hesitate to contact me if you have any questions.

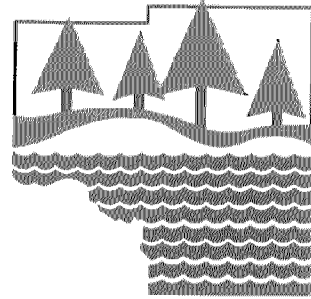
Very truly yours,

SCHMITZ, OPHAUG & BLUMHOEFER, LLP



Ryan L. Blumhoefer

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



January 9th, 2019

Benjamin Hippe
LJA
700 Main Ave
PO Box 2464
Fargo, ND 58108

Ben,

Let it be known that there is no recorded plat in the office of the Itasca County Recorder or Itasca County Registrar of Titles in the name of **REBOUND COMMERCIAL ADDITION**.

Sincerely,

A handwritten signature in cursive script that reads "Nicolle Zuehlke".

Nicolle Zuehlke
Itasca County Recorder/Registrar

ASSESSMENT CERTIFICATE

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

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

Parcel No. 91-033-2206

Legal Description: S 650ft of N 1050ft of E651ft LYG W of Hwy 169 of NW NW

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

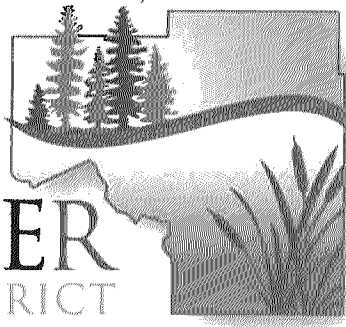
Our records do not reveal, and we do not certify, whether any PAST DUE installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 21st day of August, 2013.



Barbara A. Baird, Finance Director

Itasca
SOIL AND WATER
CONSERVATION DISTRICT



01/14/2019

Hello Ben,

In conversing with you via telephone on 01/09/2019 you brought to my attention that demolition/construction is to be done on the now closed down Sawmill Inn in south Grand Rapids, MN (PID# 91-033-2206). I informed you at this time that I would do some research on the parcel regarding wetlands, and if there are any potential for wetland impacts.

My findings have revealed little potential for wetland impacts. 2ft Digital Elevation Model LiDar suggests little to no wetlands on the parcel (however this is not a 100% accurate method of wetland reconnaissance). Due to the current time of year, and the inability to accurately observe wetlands, I am going to grant you permission to conduct your business as long as you stay within a reasonably close proximity to the original footprint of the existing structure and its parking lots. When the growing season starts, I will be able to come on-site and inform you of any potential wetland impacts.

In the meantime, if you do work in areas that are not in close proximity to the existing structure you are responsible for any impact you could potentially create.

Any questions or concerns please do not hesitate to contact me.

Thank you, Ben,



Waylon Glienke

Wetland Specialist
1889 E. Hwy. 2 Grand Rapids, MN 55744
218-328-3091
waylon.glienke@itascaswcd.org

Eric Trast

From: Rob Mattei
Sent: Thursday, April 11, 2019 7:17 AM
To: Eric Trast
Subject: Fwd: Rebound Commercial Division

Sent from my iPhone

Begin forwarded message:

From: "Hinzmann, John (DOT)" <john.hinzmann@state.mn.us>
Date: April 11, 2019 at 7:14:44 AM CDT
To: "rmattei@ci.grand-rapids.mn.us" <rmattei@ci.grand-rapids.mn.us>
Cc: "Miles, James (DOT)" <james.miles@state.mn.us>, "Scheer, Wayne (DOT)" <wayne.scheer@state.mn.us>
Subject: Rebound Commercial Division

Hi Rob,

MN/Dot has reviewed the proposed plat Rebound Commercial Division. Traffic staff would like to express thanks for placing the entrance in an appropriate location. We have no other comments or objections.

In the future, these reviews should come directly to myself at District 1. It will speed up the response process.

John Hinzmann Jr.
District 1 Land Management Supervisor
218-725-2760
E-mail john.hinzmann@state.mn.us

Rebound Commercial Addition: (preliminary plat comments) – 4/23/19

Engineering:

Road Profiles:

- 6' sidewalk should be shown on both sides of the road
- All roads should be shown as 40 feet wide, face of curb to face of curb

Proposed Site:

- What is the proposed plan for storm water treatment on Lots 1 & 2, Block 2?
- Has anything been determined on the existing sanitary sewer line in the southeast corner of the property?

*ON SITE
DETENTION
OR POND
UNDER
GROUND.*

Plat:

- How wide is the water main easement along the north property line? *SCALED 15'*
- How wide is the storm sewer easement along the south property line? *SCALED 20' - LOT 3
30' - LOT 2*

PUC:

Electric Distribution:

- Existing electrical infrastructure located on private property to be relocated or abandoned.
- Electric lines on public right-of-way to be reconstructed on public right-of-way.

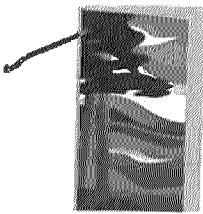
Water Distribution:

- Cap waterline and remove old hydrant (location of new entrance to site)
- Add new valve and hydrant (south side of new entrance to site)
 - New hydrant spec's: top of hydrants set between 36" – 42" above grade
- Individual shut-offs at each site.
- Class 52 ductile or C900 plastic on water main

Zoning:

Plat:

- Legal description of plat area needs to be update, to incorporate new area of Outlot.
- Ownership signature lines?



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

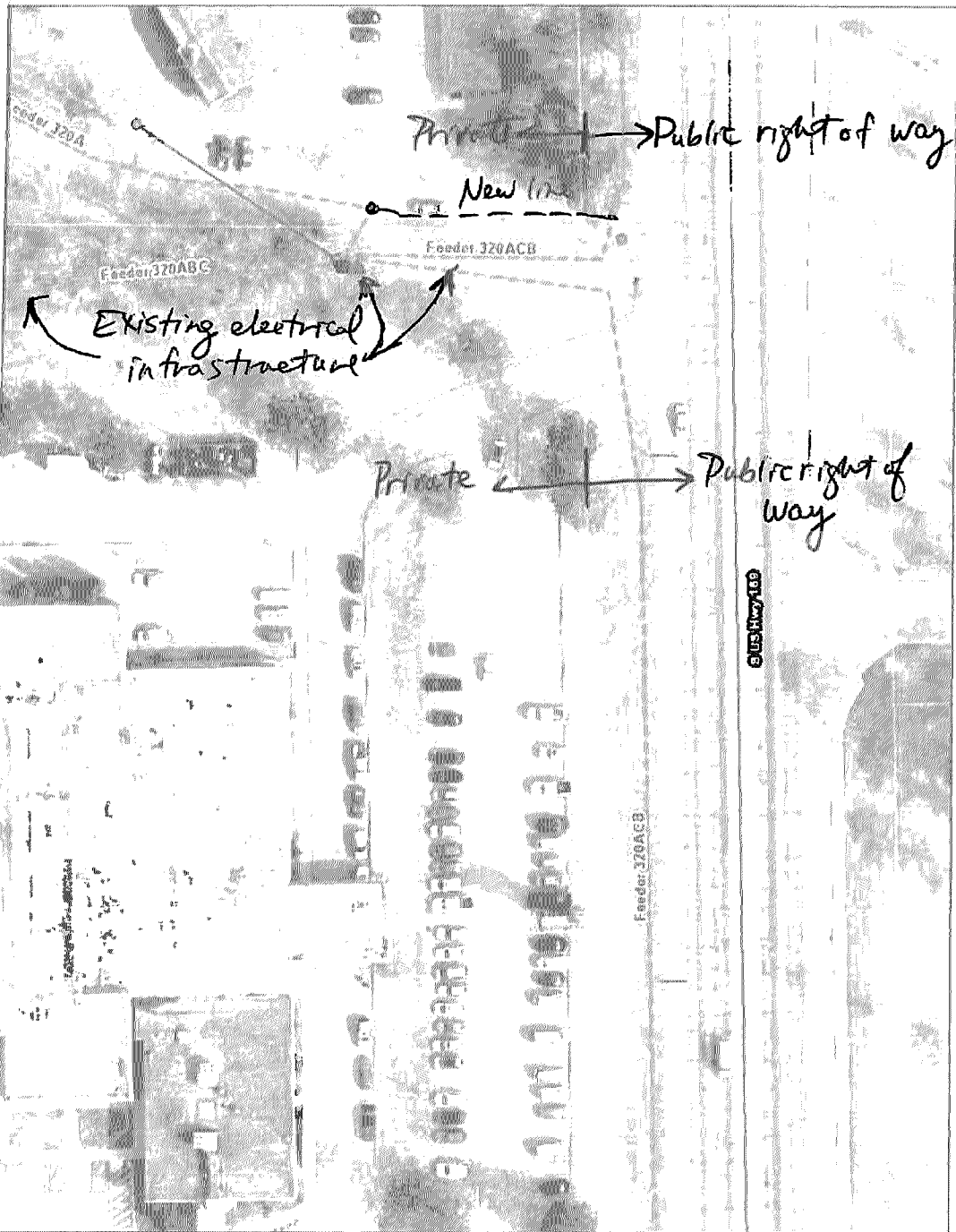
GRAND RAPIDS PUBLIC UTILITIES

JEREMY J. GOODELL
SUPERINTENDENT OF ELECTRICAL DISTRIBUTION

PO Box 658
500 SE 4TH STREET
GRAND RAPIDS, MN 55744

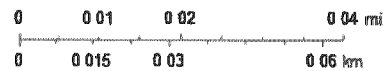
DIRECT: 218-326-7182
OFFICE: 218-326-7024
AFTER HOURS: 218-326-4806
FAX: 218-326-7499
EMAIL: jgoode@grpu.org
WEB: www.grpu.org

Old Sawmill Plat

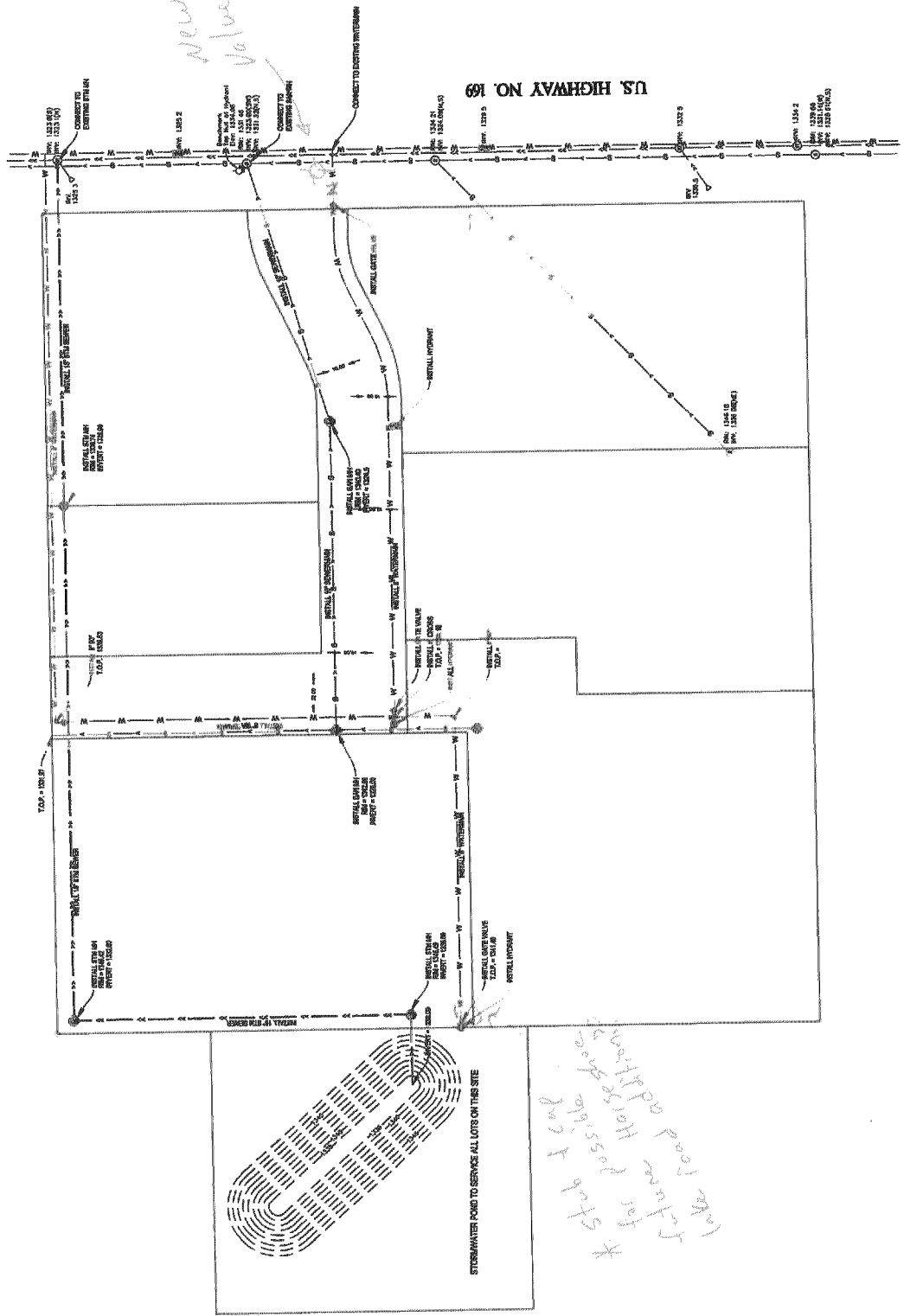


April 3, 2019

1 937



Comments from GRPU Electric: Existing electrical infrastructure located on private property would be relocated or abandoned. Electric lines on public right-of-way would be reconstructed on public right of way. Please contact me if a more detailed explanation is required.



*New + Hydrant
Value*

** Stake & cut
future possible
lake road addition*

PLAN # 19054

PROPOSED UTILITIES

REBOUND COMMERCIAL ADDITION
GRAND FORTIFICATION, MINNESOTA

LJA
ARCHITECTURE ENGINEERING
PLANNING LAND SURVEYING
1200 S. WASHINGTON ST.
MINNEAPOLIS, MN 55402
TEL: 612.338.2222
WWW.LJA.COM



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final Planning Commission

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

Thursday, May 2, 2019

4:00 PM

Public Works/Public Utilities Service Center
500 SE 4th Street, Grand Rapids, MN

Call To Order

Call of Roll

Present 7 - Chairperson Susan Lynch, Commissioner Molly MacGregor, Commissioner Patrick Goggin, Commissioner Mark Gothard, Commissioner Lester Kachinske, Commissioner Ted Hubbes, and Commissioner Betsy Johnson

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

Motion by Commissioner Kachinske, second by Commissioner Goggin to approve the agenda as presented. The following voted in favor thereof: Lynch, MacGregor, Kachinske, Hubbes, Johnson, Goggin, Gothard. Opposed: None, passed unanimously.

Approval of Minutes

Approve the minutes of the April 16, 2019, 4:00 pm special meeting.

Motion by Commissioner Goggin, second by Commissioner Gothard to approve the minutes of the April 16th, 2019 Regular Meeting. The following voted in favor thereof: Lynch, MacGregor, Kachinske, Hubbes, Johnson, Goggin, Gothard. Opposed: None, passed unanimously.

Public Hearings

Conduct a public hearing to consider the preliminary plat of Rebound Commercial Addition.

A preliminary plat entitled Rebound Commercial Addition was submitted by the planning firm: LJA (Lightowler-Johnson Associates) on behalf Rebound Hospitality (property owners Grand Rapids Sawmill Redevelopment, LLC, and Big Ten Real Estate, LLC). The property included within the preliminary plat is approximately 10.46 acres in area, including proposed right-of-way, and is located on the former Sawmill Inn property (2301 S US HWY 169). A complete legal description of the subject property is included within the preliminary plat documents.

Upon completion of removal of the former Sawmill Inn building and surface parking area, the property will be reconfigured with city streets, water, sanitary sewer, and

storm sewer system, and will generally be developed as follows:

- Block 1
 - o Lot 1: 1.76 acres, hotel proposed for future use.
 - o Lot 2: 1.81 acres, potential restaurant for future use.
 - o Lot 3: 2.81 acres, mixture of potential future uses- bank, fast food restaurant, daycare center.

- Block 2
 - o Lot 1: .58 acres, undetermined commercial future use.
 - o Lot 2: 1.03 acres, combination of retail space and potential coffee shop w/drive-thru for future use.

- Outlot A, 1.46 acres dedicated for a storm-water retention pond, serving several lots with in Rebound Commercial Add., and potentially from future development on 15 acre lot owned by Big Ten Real Estate, LLC. An association will be formed (for ownership, maintenance and tax purposes), which will include all lots within the plat, draining storm water to the holding pond

- 23rd Street SW, will provide access to the plat area from US Highway 169 and extend west to 1st Avenue SW. The two access points to the former Sawmill Inn property, will be consolidated into one access point (23rd St. SW) which will be aligned with the entrance drive to the Target (and Super One) properties on the east side of Hwy 169. Additionally, a right turn lane will be added to Hwy. 169, for the southbound entrance onto 23rd Street.

- 1st Avenue SW, will extend to the northern edge of the plat from its intersection point with 23rd St. SW. Proposed road extension to the north will depend on future development. An easement will be established in the area north of 1st Avenues end point, for city maintenance vehicle/snow plow turn-around and snow storage.

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

1. Update legal description of plat area on cover page, to incorporate new area of Outlot A.
2. Verify/update ownership signature lines on cover page.
3. Graphically depict public easements consistently.
4. Add 20' utility easement along north side of Block 2.
5. Add 15' utility easement along west side of Lot 3, Block 1 – project north through portion of Lot 2, Block 1.
6. Add 30' utility easement along south side of Lot 2, Block 1.
7. Add 20' utility easement along south side of Lot 3, Block 1.
8. All road should be shown as 40' wide, face of curb to face of curb.
9. 6' sidewalks should be shown on both sides of public roads.
10. Confirm use (or lack of) of existing sanitary sewer line within the SE area of the plat (Lot 3, Block 1).
11. Confirm plan for storm water treatment on Lots 1 & 2, Block 2.
12. Storm sewer laterals from Lot 2 & 3, Block 1 should connect to a manhole.
13. Existing electrical infrastructure located on private property to be relocated or

abandoned.

14. *Electric lines on public right-of-way to be reconstructed on public right-of-way.*
15. *Cap waterline and remove old hydrant (location of new entrance to site).*
16. *Add new valve and hydrant (south side of new entrance to site)*
 - a. *New hydrant spec's: top of hydrants set between 36" – 42" above grade*
17. *Individual water shut-offs at each site.*
18. *Class 52 ductile or C900 plastic on water main.*

Additionally, the preliminary plat was circulated to the MN Department of Transportation, as the plat is accessed off of US Trunk Highway 169 (review comment attached), as required by Minnesota Statute 505.03.

Motion by Commissioner MacGregor, second by Commissioner Kachinske to open the public hearing. The following voted in favor thereof: Gothard, Goggin, Johnson, Hubbes, Kachinske, MacGregor, Lynch. Opposed: None, passed unanimously.

Scott Koester, Rebound Hospitality provided background information on Rebound and the proposed project.

Nathan Anderson, LJA Architecture addressed items 1-18 and said they are working on getting the revisions taken care of.

Motion By Commissioner Goggin, second by Commissioner MacGregor to close the public hearing.

The Commissioners reviewed the considerations for the record.

1. **Has there been a change in the development policies of the community?**
No, there has not.
2. **Was there a mistake in the original zoning ordinance?**
No, there was not a mistake in the original ordinance.
3. **Is the Zoning Ordinance up to date?**
Yes, it is up to date.
4. **Is the proposed subdivision compatible with adjacent land uses?**
Yes, it falls in line with the current zoning of General Business.
5. **Will the proposed subdivision cause undue traffic congestion?**
No, the entrance will be realigned and turn lanes will be put in.
6. **Will the proposed subdivision affect public utilities?**
Yes, accommodations have been made for the new utilities.
7. **Will the proposed subdivision be detrimental to public health, morals, or general welfare?**
No, it will not.
8. **Will the proposed subdivision impede orderly development of other property in the area?**
No, plans have been made for further development.
9. **Will the proposed subdivision cause a decrease in value of adjacent**

property?

No, it should increase the value of adjacent property.

10. Will the proposed subdivision increase tax revenues?

Yes, new development will increase tax revenues.

11. Will the proposed subdivision impose an excessive burden on parks and other public facilities?

No, it will not.

12. Is the proposed subdivision consistent with the Comprehensive Plan?

Yes, it is consistent with the Comprehensive Plan.

Motion by Commissioner MacGregor, second by Commissioner Gothard that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the preliminary plat of Rebound Commercial Addition, contingent upon the applicant making the following corrections/clarifications:

Items 1-18 in the staff report.

The following voted in favor thereof: Lynch, MacGregor, Kachinske, Hubbes, Johnson, Goggin, Gothard. Opposed: None, passed unanimously.

General Business

Consider a recommendation to the City Council regarding the vacation of a platted alley right-of-way within the Remer-DeSchepper Addition to Grand Rapids.

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.

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.

The Commissioners reviewed the considerations for the record.

1. Is the right-of-way needed for traffic purposes?

Why/Why not? No it is not intended to be used for traffic purposes.

2. Is the right-of-way needed for pedestrian purposes?

Why/Why not? No, it is not used for pedestrian purposes.

3. Is the right-of-way needed for utility purposes?

Why/Why not? No, PUC reviewed and it is not needed for utility purposes.

4. Would vacating the right-of-way place additional land on the tax rolls?

Why/Why not? Yes, it would place additional land on the tax rolls.

5. Would vacating the right-of-way facilitate economic development in the City?

Why/Why not? Yes, it would allow for the construction of one if not two homes.

Motion by Commissioner Kachinske, second by Commissioner MacGregor that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the vacation of 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.

The following voted in favor thereof: Gothard, Goggin, Johnson, Hubbes, Kachinske, MacGregor, Lynch. Opposed: None, passed unanimously.

Consider the election of Planning Commission Officer’s-Chairperson and Vice Chairperson/Secretary.

Commissioner Kachinske nominated Commissioner MacGregor as Chair.

Motion by Commissioner Kachinske, second by Commissioner Johnson to appoint Commissioner MacGregor as Chair. The following voted in favor thereof: Lynch, MacGregor, Kachinske, Hubbes, Johnson, Goggin, Gothard. None, passed unanimously.

Commissioner Gothard nominated Commission Goggin as Vice Chairperson/Secretary.

Motion by Commissioner Gothard, second by Commissioner MacGregor to appoint Commissioner Goggin to Vice Chairperson/Secretary. The following voted in favor thereof: Gothard, Goggin, Johnson, Hubbes, Kachinske, MacGregor, Lynch. Opposed: None, passed unanimously.

Public Input

Miscellaneous\Updates

Adjourn

Motion by Commissioner Goggin, second by Commissioner MacGregor to adjourn the meeting at 4:50 p.m. The following voted in favor thereof: Gothard, Goggin, Johnson, Hubbes, Kachinske, MacGregor, Lynch. Opposed: None, passed unanimously.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0309 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 5/10/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Consider adopting a resolution approving a Contingent Purchase Agreement between the City, as seller, and the Itasca County Housing and Redevelopment Authority (HRA).

Sponsors:

Indexes:

Code sections:

Attachments: [DOCSOPEN-#579293-v1-City reso approving Riverview PA](#)
[DOCSOPEN-#578657-v1-Contingent Purchase Agreement \(003\)](#)
[Site 5-10-19](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving a Contingent Purchase Agreement between the City, as seller, and the Itasca County Housing and Redevelopment Authority (HRA).

Background Information:

The Itasca County HRA and Northland Counseling Center. are proposing the development and joint ownership of a new affordable housing development, which would be named Aurora Heights. D.W. Jones, Inc. has been hired to assist with the development to obtain funding and oversight of design and construction. The preferred location for this development is the site of the former Riverview School, which is under contract by the City through the recently approved land exchange agreement with School District #318. The former Riverview School site is approximately 7.2 acres in total area. A previously produced broker's value estimate based a value of \$244,110 on an assumption that 4.7 acres of the site was buildable/suitable and not impacted by wetlands. A recent set of soil borings that were completed on the site has decreased the suitable area to approximately 4.0 acres and also revealed the need for some soil corrections under proposed building foundations. These conditions are reflected in the proposed purchase price of \$190,000.

Aurora Heights currently is being designed with a 38-unit three story apartment building and 18 town home style units in three separate buildings for a total of 56 units, with an estimated project cost of \$11 million. The apartment building will have 14 - one-bedroom units, 20 - two-bedroom units and 4 - three-bedroom units. The townhome portion will consist of 16 - three-bedroom units and 2 - four-bedroom units. Northland Counseling Center currently is the owner of Midway Villa and is in the process of completing a Rental Assistance Demonstration 2 (RAD 2) conversion. This would allow the rental assistance funding at Midway Villa for 14 efficiency units to be transferred upon completion to Aurora Heights into new one-bedroom units. All the current residents of Midway Villa could move to Aurora Heights upon completion. The remainder of the units, or 42 units, will be affordable workforce housing units, with income restrictions that will range from 30% of the area median income up to 80% of the area median income.

The proposed development is seeking the award of Low Income Housing Tax Credits through the Minnesota Housing Finance Agency. The preliminary application for those tax credits requires that the proposed site be secured by the applicant, which, if approved, would be accomplished through execution of the Contingent Purchase Agreement. The specific contingencies require that the City obtain title to the property, through a closing not later than June 1, 2019 and that the HRA obtain approvals of their proposed use, including approval of their tax credit application.

The property is specifically identified in the current City Comprehensive Plan as intended future multi-family development.

Requested City Council Action

Consider adopting a resolution approving a Contingent Purchase Agreement between the City, as seller, and the Itasca County Housing and Redevelopment Authority (HRA).

CITY OF GRAND RAPIDS

RESOLUTION NO. ____

**RESOLUTION APPROVING
CONTINGENT PURCHASE AGREEMENT WITH HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE COUNTY OF ITASCA**

BE IT RESOLVED by the City Council (the “Council”) of the City of Grand Rapids (the “City”) as follows:

Section 1. Recitals.

1.01. The City and Independent School District No. 318 (Grand Rapids Public Schools) (the “District”) have negotiated the conveyance by the District to the City of certain property located within the City and described in Exhibit A (the “Riverview Property”), pursuant to an Agreement for Exchange of Real Property between the City and the District, approved by the Council on April 8, 2019 (the “Riverview Purchase Agreement”), which Riverview Purchase Agreement provides for closing on such conveyance by June 1, 2019.

1.02. The Housing and Redevelopment Authority in and for the County of Itasca (the “County HRA”) has requested that the City enter into a contingent purchase agreement with the County HRA (the “Contingent Purchase Agreement”), providing that if the City obtains fee title of the Riverview Property pursuant to the Riverview Purchase Agreement, the City will convey such property to the County HRA for affordable housing purposes.

1.03. The City finds and determines that conveyance of the Riverview Property pursuant to the Contingent Purchase Agreement is for a public use within the meaning of Minnesota law and is in the public interest because such conveyance will enable the City to encourage redevelopment of obsolete buildings and increase affordable housing stock within the City.

1.04. The City finds and determines that conveyance of the Riverview Property has no relationship to the City’s comprehensive plan, in that no amendment or modification of the comprehensive plan is required for such conveyance and acquisition, and that the conveyance and acquisition are consistent with the objectives of the City’s comprehensive plan.

Section 2. Agreement Approved.

2.01. The Council hereby approves the Contingent Purchase Agreement for the Riverview Property in substantially the form presented to the City. The City further authorizes execution of the Contingent Purchase Agreement and all documents prepared in connection therewith or referenced therein, subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and City Clerk, provided that execution of the Contingent Purchase Agreement by such officials shall be conclusive evidence of approval.

2.02. City staff and officials are authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution, including without limitation execution of any deed or other document necessary to convey the Riverview Property to the County HRA.

Approved by the City Council of the City of Grand Rapids this 13th day of May, 2019.

Mayor

ATTEST:

City Clerk

SCHEDULE A

LEGAL DESCRIPTION OF RIVERVIEW PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 11, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated south half of Sixth Street SE and adjoining vacated west half of Third Avenue SE, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles in and for Itasca County. Subject to minerals and mineral rights reserved in the State of Minnesota. Subject to Airport Zoning No. 19, 354 ½;

AND

All lands depicted within that parcel of land labeled "South Side School", CORRECTED PLAT OF GARLAND'S ADDITION TO GRAND RAPIDS, according to the recorded plat thereof, Itasca County, Minnesota, said lands being also known as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 3, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 7, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Sixth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 8, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE, according to the recorded plat thereof, Itasca County, Minnesota.

CONTINGENT PURCHASE AGREEMENT

This Contingent Purchase Agreement (“**Agreement**”) is made this ____ day of _____, 2019, by and among City of Grand Rapids, Minnesota, a Minnesota municipal corporation (the “**CITY**”) and Housing and Redevelopment Authority in and for the County of Itasca, a public body corporate and politic and political subdivision of the State of Minnesota (the “**HRA**”).

RECITALS

- A. The City is under contract to acquire fee title to certain property located in Grand Rapids, Minnesota, which is legally described on Exhibit A attached hereto (the “**Property**”).
- B. The HRA desires to acquire the Property from the City, subject to the terms and conditions of this Agreement.
- C. Upon acquiring fee title, the City wishes to convey the Property to the HRA, subject to the terms and conditions of this Agreement (the “**Purchase**”).

AGREEMENT

The parties hereto hereby agree as follows:

- 1. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, the HRA offers and agrees to purchase and the City agrees to sell and hereby grants to the HRA the exclusive right to purchase the Property and all improvements thereon, together with all appurtenances. All fixtures located on the Property on the date of acquisition of such Property by the City are included in the purchase of the Property.
- 2. **CONTINGENCIES.** This Agreement is subject to the following contingencies:
 - A. The City closing on its acquisition of the Property no later than June 1, 2019.
 - B. Approval of the conveyance of the Property to the HRA by the City’s governing body. Nothing in this Agreement limits or restricts the discretion of the City’s governing body to grant or withhold approval of the conveyance. This contingency may not be waived by either party.
 - C. The HRA having determined that it is satisfied with the results of and matters disclosed by its investigations, surveys, soil tests, engineering inspections, hazardous substance, and environmental reviews of the Property.
 - D. The HRA having obtained all appropriate approvals necessary for HRA’s proposed use of the Property, including without limitation the award of low

income tax credits from Minnesota Housing Finance Agency.

The HRA shall have one calendar year from the date of this Agreement to remove or waive the contingency at subparagraph C (the “Due Diligence Period”). Contingencies A and B are solely for the benefit of the City and may not be waived by either party. Contingencies C and D are solely for the benefit of the HRA and may be waived by the HRA. If the contingencies above are satisfied or waived in a timely manner, then the parties shall proceed to close the transaction as contemplated herein. If, however, any of the contingencies is not satisfied or waived within the Due Diligence Period (as to Contingency C) or is not satisfied on or before the Closing Date (as to Contingencies A, B, or D), this Agreement shall thereupon be void, and the parties shall execute and deliver to each other documentation effecting the termination of this Agreement. The HRA shall also deliver to the City copies of all documentation gathered during the Due Diligence Period, including without limitation all survey, environmental or soil tests. As a contingent purchase agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.12 et seq.

3. PURCHASE PRICE FOR PROPERTY AND TERMS.

a. **PURCHASE PRICE:** The total purchase price for the Property is: One Hundred Ninety Thousand and No/100 (\$190,000.00) (“Purchase Price”).

b. **TERMS:**

1. **EARNEST MONEY:** The sum of Nineteen Thousand and No/100 (\$19,000.00) earnest money shall be paid by the HRA to the City (“Earnest Money”). Earnest Money shall become nonrefundable at the end of the Due Diligence Period (as hereinafter defined). In the event that the City breaches the terms of this Agreement, the City shall refund the Earnest Money to the HRA.

2. **BALANCE DUE CITY:** The HRA agrees to pay by check or wire transfer on the Closing Date (as hereinafter defined) any remaining balance due on the Purchase Price according to the terms of this Agreement.

3. **DEED/MARKETABLE TITLE:** Subject to performance by the HRA, the City agrees to execute and deliver a Limited Warranty Deed (the “Deed”) conveying marketable fee simple title to the Property to the HRA, free and clear of any mortgages, liens or encumbrances other than matters created by or acceptable to the HRA, subject only to the following exceptions:

i. Building and zoning laws, ordinances, state and federal regulations;

ii. Reservation of minerals or mineral rights to the State of Minnesota, if any; and

- iii. Public utility and drainage easements of record which will not interfere with the HRA's intended use of the Property.

4. DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER. In addition to the Deed required by paragraph 4 above, the City shall deliver to the HRA:

- A. An affidavit of seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the City or the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other recorded interests in the Property, together with whatever standard owner's affidavit and/or indemnity (ALTA form) that may be required by the a title company to issue an owner's policy of title insurance with standard exceptions deleted;
- B. A "bring-down" certificate, certifying that all of the warranties made by the City in this Agreement remain true as of the Closing Date;
- C. Well disclosure certificate or a statement that the City does not know of any wells on the Property, as applicable;
- D. A non-foreign affidavit, properly executed, containing such information as is required by the Internal Revenue Code Section 1445(b)(2) and its regulations;
- E. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by state or federal statutes, rules or regulations; and
- F. Such other documents as may be reasonably required by the HRA's title examiner or title insurance company.

5. CLOSING DATE. The closing of the Purchase (the "Closing") shall take place on or before September 30, 2020 (the "Closing Date"), or such other date as is mutually agreed upon by the parties. Delivery of all papers and the Closing shall be made at the Grand Rapids, Minnesota office of Itasca County Abstract ("Title") or at such other location as is mutually agreed upon by the parties. All deliveries and notices to the HRA shall be made as provided in Section 17 of this Agreement.

6. CLOSING COSTS/RECORDING FEES/DEED TAX. The City shall pay: (a) the cost of any documents required to clear title or to evidence marketable title; (b) any transfer or deed taxes and any deferred taxes due as a result of this transaction; (c) one-half of closing fees customarily charged by the title company; (d) state deed tax; and (e) any other operating costs of the Property up to the Closing Date. The HRA shall pay: (a) costs of an initial title commitment and any title search and examination fees; (b) any environmental investigation or inspection costs; (c)

costs of title insurance and endorsements; and (d) one-half of closing fees customarily charged by the title company. Each party shall pay its respective attorneys' fees.

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. The City shall be responsible for all real estate taxes for the Property, including any deferred real estate taxes, penalties, or interest, for the years prior to the year in which closing occurs.
- B. The parties shall prorate as of the Closing Date the real estate taxes for the Property that are due and payable in the year of Closing.
- C. The City shall pay at or before closing the unpaid balance of all levied special assessments on the Property, including special assessments certified for payment with the real estate taxes and all deferred assessments.
- D. The HRA shall assume all special assessments against the Property to be conveyed to it that are levied on the Property after the date of Closing.

8. TITLE EXAMINATION/CURING TITLE DEFECTS. Upon execution of this Agreement by both parties, the HRA shall, at its expense, obtain a commitment for title insurance ("Commitment") for the Property. The HRA shall have 10 business days after receipt of the Commitment to examine the same and to deliver written objections to title, if any, to the City, or the HRA's right to do so shall be deemed waived. The City shall have until the end of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at the City's cost. In the event that title to the Property cannot be made marketable or is not made marketable by the City within the Due Diligence Period, then this Agreement may be terminated at the option of the HRA.

9. REPRESENTATIONS AND WARRANTIES; "AS IS" SALE.

- A. To induce HRA to enter into this Agreement, the City represents and warrants to HRA as follows:
 - 1. The City has duly and validly authorized and executed this Agreement, and has full right, title, power, and authority to enter into this Agreement and to consummate the transactions provided for herein, except as provided in subparagraph 2.A above.
 - 2. The execution by City of this Agreement and the consummation by the City of the transaction contemplated hereby do not, and the Closing will not, result in a breach of any of the terms and provisions of, or constitute a default or a condition, which upon notice or lapse of time or both would ripen into a default, under any indenture, agreement, instrument, or obligation to which the City is a party; and does not, and at the Closing will

not, constitute a violation of any laws, order, rule, or regulation applicable to the City of any court or of any federal, state, or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the City.

3. There are no actions, suits, or proceedings pending, or to the actual knowledge of the City, threatened, before or by any judicial body or any governmental authority, against the City, which would affect in any material respect the City's ability to proceed with the transactions contemplated by this Agreement.

B. To induce the City to enter into this Agreement, the HRA represents and warrants to the City as follows:

1. The HRA has duly and validly authorized and executed this Agreement, and has full right, title, power, and authority to enter into this Agreement and to consummate the transactions provided for herein.
2. The execution by the HRA of this Agreement and the consummation by the HRA of the transactions contemplated hereby do not, and the Closing will not, result in a breach of any of the terms and provisions of, or constitute a default or a condition, which upon notice or lapse of time or both would ripen into a default, under any indenture, agreement, instrument, or obligation to which the HRA is a party; and does not, and at the Closing will not, constitute a violation of any laws, order, rule, or regulation applicable to the HRA of any court or of any federal, state, or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the HRA.
3. There are no actions, suits, or proceedings pending, or to the actual knowledge of the HRA, threatened, before or by any judicial body or any governmental authority, against the HRA, which would affect in any material respect the HRA's ability to proceed with the transactions contemplated by this Agreement.

C. The Property is being sold in its existing condition. The HRA acknowledges that the Property, including all improvements, is being sold on an "AS IS" and "Where Is" basis, with all existing faults. During the Due Diligence Period, the HRA will make such inspections of the Property as are consistent with the terms of this Agreement in order to satisfy the HRA as to the condition of the Property. The HRA acknowledges that the City has not made any oral or written representations as to the condition of the Property subject to this Agreement. By accepting delivery of the Deed at Closing, the HRA will be deemed to have accepted the condition of the Property subject to this Agreement as satisfactory to the HRA and the City shall have no liability with respect to the condition of such

Property. The HRA waives any claims related in any way to the condition of the Property.

10. INSPECTIONS/ENVIRONMENTAL MATTERS.

- A. If the City acquires the Property, the City warrants that the Property will not be used for production, storage, deposit, or disposal of any toxic or hazardous waste or substance, petroleum product, or asbestos product during the period of time the City owns the Property. The City further warrants that it has no knowledge or information of any fact that would indicate that the Property was used for production, storage, deposit, or disposal of any toxic or hazardous waste or substance, petroleum product, or asbestos product prior to the date the City acquires the Property.
- B. The HRA and its agents shall have the right to enter upon the Property after the date of this Agreement for the purpose of inspecting and surveying the Property and conducting such environmental examination and tests as it deems necessary. The HRA agrees to indemnify the City, to the extent such indemnification is legally authorized, against any liens, claims, losses, or damage occasioned by the HRA's exercise of its right to enter and work on the Property. The HRA agrees to provide the City with a copy of any report as a result of such examination and tests. If such environmental examination results in a finding that there are or may be pollutants or contaminants on the Property, the HRA may terminate this Agreement at any time prior to the Closing Date.

11. POSSESSION/CONDITION OF PROPERTY.

- A. **Possession.** The City agrees to deliver possession of the Property not later than the Closing Date ("**Date of Possession**").
- B. **Condition of Property/No Personal Property.** The City shall deliver possession of the Property to the HRA on the Date of Possession in the same condition as the property existed on the date of this Agreement. The City acknowledges that there is no personal property included in this exchange.

12. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM. The City certifies to the HRA that it does not know of any individual sewage treatment system on the Property.

13. WELL DISCLOSURE. The City certifies to the HRA that it does not know of any wells on the Property.

14. RISK OF LOSS. If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on the City. If the Property is destroyed or substantially damaged before the Closing

Date, this Agreement shall become null and void, at the HRA's option. At the request of the HRA, the City agrees to sign a cancellation of purchase agreement.

15. DEFAULT/REMEDIES. If the HRA defaults under this Agreement, the City has the right to terminate this Agreement by giving written notice of such election to the HRA, which notice shall specify the default. If the HRA fails to cure such default within 15 days of the date of such notice, the City may terminate this Agreement and retain the Earnest Money as the City's liquidated damages, time being of the essence of this Agreement. The termination of this Agreement (and retention of the Earnest Money) will be the sole remedies available to the City for such default by the HRA, and the HRA will not be further liable for damages. If the City defaults under this Agreement, the HRA shall have the right: (i) to terminate this Agreement (in which case the HRA shall be entitled to a refund of the Earnest Money); or (ii) to enforce and recover from the City specific performance of this Agreement. The termination of this Agreement (and refund of the Earnest Money), or the enforcement and recovery from the City of specific performance of this Agreement, shall be the sole remedies available to the HRA for such default by the City, and the City shall not be further liable for damages.

16. BROKER COMMISSIONS. HRA and the City represent and warrant to each other that there is no broker involved in this transaction with whom either has negotiated or to whom either has agreed to pay a broker commission. The City agrees to indemnify the HRA for any and all claims for brokerage commissions or finders' fees in connection with negotiations for conveyance of the Property arising out of any alleged agreement or commitment or negotiation by the City, to the extent such indemnification is authorized by law.

17. NO MERGER OF REPRESENTATIONS, WARRANTIES. All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.

18. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

19. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The HRA shall have the right to assign this Agreement to any affiliate of the HRA without the consent of the City. Following such assignment, the HRA shall promptly provide the City with a copy of the executed Assignment and Assumption Agreement, pursuant to which the assignee shall assume all responsibilities and obligations of the HRA under this Agreement.

20. NOTICE. Any notice, demand, request or other communication that may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is hand delivered, one (1) business day following the date the same is deposited with a nationally recognized overnight courier (e.g., Fed Ex), or three (3) business days following the date the same is

deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

A. If to HRA: Housing and Redevelopment Authority in and for the County of Itasca
ATTN: _____
[address to be inserted]

with a copy to: Joseph J.W. Phelps, Esq.
Winthrop & Weinstine
225 South Sixth Street
Minneapolis, MN 55402

B. If to the City: City of Grand Rapids
ATTN: Rob Mattei, Director of Community Development
420 N. Pokegama Avenue
Grand Rapids, MN 55744-2658

with a copy to: Martha Ingram, Esq.
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

22. RECITALS. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

23. PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between HRA and the City relative to the parcels.

24. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above date.

**HOUSING AND REDEVELOPMENT AUTHORITY IN
AND FOR THE COUNTY OF ITASCA**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

CITY OF GRAND RAPIDS, MINNESOTA

By: _____
Dale Adams, Mayor

By: _____
Kimberly Gibeau, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 11, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated south half of Sixth Street SE and adjoining vacated west half of Third Avenue SE, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles in and for Itasca County. Subject to minerals and mineral rights reserved in the State of Minnesota. Subject to Airport Zoning No. 19, 354 ½;

AND

All lands depicted within that parcel of land labeled "South Side School", CORRECTED PLAT OF GARLAND'S ADDITION TO GRAND RAPIDS, according to the recorded plat thereof, Itasca County, Minnesota, said lands being also known as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 3, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 7, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Sixth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 8, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE, according to the recorded plat thereof, Itasca County, Minnesota.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0280 **Version:** 1 **Name:** CP 2018-1 Accept and Award Low Quote
Type: Agenda Item **Status:** Engineering
File created: 5/7/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: 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 .

Sponsors:

Indexes:

Code sections:

Attachments: [Hawkinson Quote](#)

Date	Ver.	Action By	Action	Result
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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 .

Background Information:

This project includes the removal of existing pavement, replacing aggregate base and placing bituminous pavement in the alleys. In addition to this work, private utilities will be relocated underground. This project will be funded by the PIR account. The following quotes were received:

Hawkinson Construction - \$69,931.00

Casper Construction - \$99,714.00

TNT Aggregates - \$107,900.00

Staff Recommendation:

Staff recommends 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.

Requested City Council Action

Make a motion 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.



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

QUOTATION FORM

Grand Rapids, MN Block
19 Alleys
SEH Project GRANR 148660

Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 3:00 pm on Monday, May 6th, 2019. Quotes can be mailed or hand delivered, and should be submitted in a sealed envelope to the office of the City Engineer:

Quote package shall include the following:

1. Quotation Form
2. Special Provisions
3. Plan Sheets – Block 19 Alleys


All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Block 19 Alleys".

Project Description: The project includes removing existing pavement, replacing aggregate base and placing bituminous pavement.


Project will be completed by unit price, based on the following estimated quantities:

LINE NO	ITEM NO	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL PRICE
1	2021.501	MOBILIZATION	LUMP SUM	1	6,700 ⁰⁰	6,700 ⁰⁰
2	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	1	3,400 ⁰⁰	3,400 ⁰⁰
3	2104.503	SAWING BITUMINOUS PVMT (FULL DEPTH)	LIN FT	429	2 ⁰⁰	858 ⁰⁰
4	2104.503	SAWING CONCRETE PVMT (FULL DEPTH)	LIN FT	50	5 ⁰⁰	250 ⁰⁰
5	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	806	10 ⁰⁰	8,060 ⁰⁰
6	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	88	26 ⁰⁰	2,288 ⁰⁰
7	2105.507	COMMON EXCAVATION (P)	CU YD	136	32 ⁰⁰	4,352 ⁰⁰
8	2112.519	SUBGRADE PREPARATION	RD ST	3	475 ⁰⁰	1,425 ⁰⁰
9	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	122	36 ⁵⁰	4,453 ⁰⁰
10	2231.604	BITUMINOUS PATCH SPECIAL 2	SQ YD	408	41 ⁰⁰	16,728 ⁰⁰
11	2231.604	BITUMINOUS PATCH SPECIAL 3	SQ YD	66	47 ⁰⁰	3,102 ⁰⁰
12	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	70	104 ⁰⁰	7,280 ⁰⁰
13	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	45	103 ⁰⁰	4,635 ⁰⁰
14	2563.601	TRAFFIC CONTROL	LUMP SUM	1	2,400 ⁰⁰	2,400 ⁰⁰
15	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	1,400 ⁰⁰	1,400 ⁰⁰
16	2573.502	STORM DRAIN INLET PROTECTION	EACH	8	200 ⁰⁰	1,600 ⁰⁰
17	2575.601	EROSION CONTROL	LUMP SUM	1	1,000 ⁰⁰	1,000 ⁰⁰

Block 19 Alleys Quote Total

~~26,705~~ 69,931⁰² 
Co, Inc.

We, the undersigned, doing business as HAWKINSY CONSTRUCTION have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete construction of the Block 19 Alleys s as described herein. The unit prices shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 6 day of MAY, 2019
Name of Company HAWKINSY CONSTRUCTION COMPANY, INC.
Signature of Authorized Representative 
Printed Name of Authorized Representative CHRIS FRANCISCO
Title of Authorized Representative VICE PRESIDENT
Legal Address P.O. Box 278 GRAND RAPIDS, MN 55744
Business Phone (218) 326-0309

SPECIAL PROVISIONS

General:

1. Council will consider award on Monday, May 13th, 2019.
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Stipulated Price will be executed for the project once the project is awarded.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. Prevailing wage requirements for the State of Minnesota, Grand Rapids, MN, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
6. The Work will be substantially completed on or before June 28, 2019 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 19, 2019. If delays are incurred due to utility relocations, contractor will be required to have the east alley paved within 1 week upon receiving notice.
7. Contractor shall coordinate work to meet the following:
 - a. Construction of the Block 19 East Alley shall be paved by June 28, 2019.
 - b. Private Utility relocations shall be finalized prior to completing grading and paving.
 - c. Contractor shall remove the bituminous pavement from Block 19 West Alley within 72 hours upon receiving notice to proceed.
 - d. Contractor shall remove the bituminous pavement from Block 19 East Alley within 72 hours upon receiving notice from engineer.
8. Liquidated damages shall be set at \$300 per day for every day after the completion dates that the project is not complete.

Construction:

1. Material testing shall be completed at the direction of the engineer and paid for by the owner. Contractor shall supply a certification that materials meet specifications.
2. Contractor will need to work with private utility companies to maintain schedule. Existing overhead utilities will be placed underground by private utilities after pavement is removed.



Responsible Contractor Verification

Re: City of Grand Rapids Block 19 Alleys

Project Name/Number

The undersigned owner/officer of Hawkinson Construction Company Inc. (Subcontractor) herby certifies that it complies with the criteria stated under Minnesota Statue 16C.285, subdivision 3.

The lower-tier subcontractors that the Subcontractor intends to retain for work on the project are:

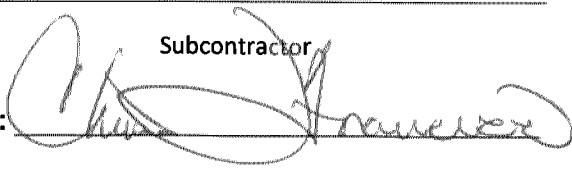
none

➤ _____

Subcontractor shall obtain verification of compliance with Minnesota Statue 16C.285 from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, within 14 days of retaining the additional subcontractors.

Dated: May 6, 2019

Hawkinson Construction Company Inc.

By:  Subcontractor

Its: _____ Vice President
Owner/Officer

EQUAL OPPORTUNITY EMPLOYER

501 West Co. Rd. 63, PO Box 278, Grand Rapids, MN 55744 • Office (218) 326-0309 Fax: (218) 326-0755



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0283 **Version:** 1 **Name:** CP 2018-1 SLA for Const Admin
Type: Agenda Item **Status:** Engineering
File created: 5/7/2019 **In control:** City Council
On agenda: 5/13/2019 **Final action:**
Title: Approve a Supplemental Letter Agreement (SLA) 2018-1 with SEH related to CP 2018-1, Block 19 Alley Improvements
Sponsors:
Indexes:
Code sections:
Attachments: [sla 2018-1 Block 19 Alleys](#)

Date	Ver.	Action By	Action	Result
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Approve a Supplemental Letter Agreement (SLA) 2018-1 with SEH related to CP 2018-1, Block 19 Alley Improvements

Background Information:

CP 2018-1, Block 19 Alley Improvements, includes the reconstruction of two alleys in downtown Grand Rapids. The attached SLA is for construction administration for these projects and is estimated at \$5,244.82. The SLA is in accordance with the Master Services agreement.

Staff Recommendation:

City staff is recommending the approval of SLA 2018-1 with SEH related to CP 2018-1, Block 19 Alley Improvements

Requested City Council Action

Consider approval of SLA 2018-1 with SEH related to CP 2018-1, Block 19 Alley Improvements



Building a Better World
for All of Us®

Supplemental Letter Agreement No. 2018-1

May 13, 2019

Mayor Adams
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

RE: Block 19 Alleys
City Projects 2018-1
SLA for Construction Services

Dear Mayor Adams,

City Project 2018-1 involves reconstruction of the two alleys located between 2nd Street N and 3rd Street N. The west alley is located between 1st Avenue NW and Pokegama Avenue and the east alley is located between Pokegama Avenue N and 1st Avenue NE. The alleys will be rebuilt to current dimensions with improved drainage.

The City Engineer has requested this Supplemental Letter Agreement (SLA) for construction administration of all of these improvements for your consideration. Our estimated work scope and fee for this project is listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Incorporated (SEH).

Construction Administration

SEH will complete construction engineering, full time resident project representation, pay estimate preparation, agency documentation, prevailing wage review, as-built record drawings in electronic format, and documentation of any work related to these tasks.

SEH Work Scope

The services included in this SLA are for design and construction services as listed in the Master Agreement in place between the City and SEH.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 21 NE 5th Street, Suite 200, Grand Rapids, MN 55744-2601
SEH is 100% employee-owned | sehinc.com | 218.322.4500 | 888.908.8166 fax

Project Schedule

Council considers award of contract
Construction
Substantial completion

May 2019
May 2019 – June 2019
July 2019

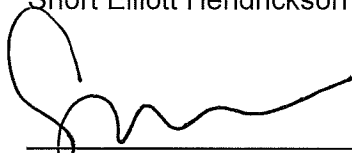
Fee Schedule

The fees for construction will be as listed in the Master Engineering Services Contract (construction fee = 7.5% of final construction cost). The current construction estimate for this design is \$69,931.00 which equates to an estimated SEH construction fee of \$5,244.82.

The fees for the miscellaneous services are listed in the Master Engineering Services Contract (hourly work as shown in Exhibit "B").

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

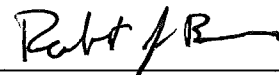
Sincerely,
Short Elliott Hendrickson Inc.



Sara Christenson, PE (MN)
Project Manager/Professional Engineer

5/13/19

Date



Robert Beaver, PE (MN)
Office Manager/Principal

5/13/19

Date

City of Grand Rapids Authorization:

Kim Johnson-Gibeau
City Clerk

Date

Dale Adams
Mayor of Grand Rapids

Date

C: SEH contract file