



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, May 8, 2017

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, May 8, 2017 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

17-0285 Proclaim May 9th, 2017 Arbor Day in the City of Grand Rapids.

**Attachments:** [Arbor Day Proclamation.doc](#)

17-0309 Proclaim May 2017 as Poppy Month.

**Attachments:** [Poppy Month.pdf](#)

### 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.*

**5:03 PM PUBLIC FORUM**

**5:08 PM COUNCIL REPORTS**

**5:10 PM APPROVAL OF MINUTES**

17-0306 Consider approving Council minutes for Monday, March 27, 2017 Worksession & Regular meetings, Monday, April 10, 2017 Worksession & Regular meetings and Monday, April 24, 2017 Worksession & Regular meetings.

**Attachments:** [March 27, 2018 Worksession.pdf](#)  
[March 27, 2017 Regular Meeting.pdf](#)  
[April 10, 2017 Worksession.pdf](#)  
[April 10, 2017 Regular Meeting.pdf](#)  
[April 24, 2017 Worksession.pdf](#)  
[April 24, 2017 Regular Meeting.pdf](#)

## VERIFIED CLAIMS

**17-0301** Consider approving the verified claims for the period April 18, 2017 to May 1, 2017 in the total amount of \$513,783.07.

**Attachments:** [COUNCIL BILL LIST 05/08/17.pdf](#)

## 5:12 PM 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. **17-0291** Consider a resolution amending the City Wide fee schedule to update stormwater rates, fees and deposits.  
**Attachments:** [Stormwater Utility Fee - Resolution 050817](#)
2. **17-0292** Consider the adoption of an ordinance, amending and updating multiple sections of Article V Stormwater Utility within Chapter 70 Utilities, of the Municipal Code.  
**Attachments:** [Sec. 70-201.Stormwater utility 050817](#)
3. **17-0293** Consider approving Part-Time Seasonal Spring/Summer Maintenance workers for the Public Works Department.
4. **17-0294** Consider the adoption of an ordinance, amending and updating multiple sections of Article IV Stormwater Protection within Chapter 30 Land Development Regulations, of the Municipal Code.  
**Attachments:** [Sec. 30 149.Stormwater protection 050817](#)
5. **17-0295** Consider amending and updating the Stormwater Utility Best Management Practices Credit Policy  
**Attachments:** [Final GR storm water credits policy 050817](#)
6. **17-0296** Consider approving a change order on the dehumidification project at the IRA Civic Center.  
**Attachments:** [Radotich - Change order 1.pdf](#)
7. **17-0298** Consider a resolution of Support for a County Ordinance Regulating the Use of Electronic Delivery Devices in Indoor Public Places and Indoor Places of Employment.

**Attachments:** [5-8-27 Resolution Supporting Countywide Regulations.pdf](#)

8. [17-0300](#) Consider the approval of Change Order 2 and 3 with Champion Iron related to the Multi-Use Pavilion.  
**Attachments:** [5-8-17 MUP CO 2.pdf](#)  
[5-8-17 MUP CO 3.pdf](#)
9. [17-0303](#) Consider authorizing the Police Department to begin the Police Sergeant Promotional Process.  
**Attachments:** [Job Description Police Sergeant.docx](#)
10. [17-0305](#) Consider entering into an Organizational Agreement for Bike Share program
11. [17-0308](#) Consider approving an airport land lease agreement by and between the Grand Rapids-Itasca County Airport, owned by the City of Grand Rapids, and Stan Bostyancic.  
**Attachments:** [Stan Bostyancic\\_050317](#)
12. [17-0310](#) Consider acknowledging summary for closed meeting held on Monday, April 24, 2017.

**5:13 SETTING OF REGULAR AGENDA  
PM**

*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.*

**5:14 ACKNOWLEDGE BOARDS & COMMISSIONS  
PM**

13. [17-0307](#) Acknowledge attached minutes for various Boards & Commissions.  
**Attachments:** [April 4, 2017 Arts & Culture Public Meeting minutes.pdf](#)  
[April 4, 2017 Arts & Culture Worksession minutes.pdf](#)  
[February 22, 2017 Human Rights minutes.pdf](#)  
[March 7, 2017 Arts & Culture minutes.pdf](#)  
[March 21, 2017 Golf Board minutes.pdf](#)  
[March 29, 2017 Human Rights M=minutes.pdf](#)

**5:15 DEPARTMENT HEAD REPORT  
PM**

14. [17-0302](#) Department Head Report: Finance Department  
**Attachments:** [Dept Head Report 05/08/17.pdf](#)

**5:30 ENGINEERING  
PM**

15. [17-0312](#) Construction Update - Engineering
16. [17-0274](#) Consider approving professional services agreement with SEH for design services related to the Taxilane Construction project.  
**Attachments:** [Taxilane Construction - Design Proposal](#)
17. [17-0304](#) Consider entering into a contract with American Engineering Testing for Pond Sediment Testing in the amount of \$3,132.00.  
**Attachments:** [sediment\\_aet](#)

**5:40 FIRE DEPARTMENT  
PM**

18. [17-0289](#) Consider the appointment of Tony Clifton to the position of Haz-Mat Officer with the Grand Rapids Fire Department.

**5:45 POLICE DEPARTMENT  
PM**

19. [17-0288](#) Consider appointment of Jeffrey Roerick to the position of Police Officer.

**5:50 ADMINISTRATION DEPARTMENT  
PM**

20. [17-0290](#) Consider closing City Hall on Monday, July 3, 2017.
21. [17-0297](#) Consider a resolution withdrawing from the Greenway Joint Recreation Board Tax.  
**Attachments:** [5-8-27 Resolution Withdrawing from the GJRB.pdf](#)  
[OriginalResolutionandLaw.pdf](#)

**ADJOURNMENT**

*NEXT REGULAR MEETING IS SCHEDULED FOR MAY 22, 2017, AT 5:00 P.M.*

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

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

*Attest: Kimberly Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0285      **Version:** 1      **Name:** Arbor Day 2017  
**Type:** Agenda Item      **Status:** Filed  
**File created:** 4/26/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Proclaim May 9th, 2017 Arbor Day in the City of Grand Rapids.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Arbor Day Proclamation.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Received and Filed	

Proclaim May 9th, 2017 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 Public Works department will be planting trees on the hill west of the Jerry & Shirley Miner Family Multi-Use Pavilion.

**Staff Recommendation:**

City staff recommends proclaiming May 9th, 2017 Arbor Day in the City of Grand Rapids.

**Requested City Council Action**

Pass a motion proclaiming May 9th, 2017 Arbor Day in the City of Grand Rapids.

# Proclamation

## ARBOR DAY

WHEREAS, the health of the people is tied to the health of our forests; and

WHEREAS, trees and forests improve our physical health by cleaning the air, reducing exposure to the sun's UV rays, and decreasing temperatures during the summertime; and

WHEREAS, childhood asthma rates are lower in urban communities that have a higher density of trees; and

WHEREAS, trees and forests improve our mental health by reducing stress and increasing concentration; and

WHERE, one tree provides \$62,000 worth of air pollution control over a period of 50 years; and

WHEREAS, forests create high-quality drinking water by acting as a natural filter; and

WHEREAS, getting a daily dose of trees is healthy for all Minnesotans; and

WHEREAS, the last Friday in April, and throughout the month of May, Minnesotans pay special tribute to all the natural resources, and dedicate themselves to the continued vitality of Minnesota's forests.

NOW THEREFORE, BE IT RESOLVED, that I, Dale Adams, Mayor for the City of Grand Rapids do hereby proclaim Friday, April 28, 2017, as

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 8<sup>th</sup> day of May Two thousand and seventeen.

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Dale Adams, Mayor  
City of Grand Rapids



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0309      **Version:** 1      **Name:** Poppy Month  
**Type:** Agenda Item      **Status:** Filed  
**File created:** 5/4/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Proclaim May 2017 as Poppy Month.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Poppy Month.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Received and Filed	

Proclaim May 2017 as Poppy Month.

# Proclamation

## POPPY MONTH

WHEREAS, the United States of America was founded upon the premise that all individuals should enjoy the blessings of freedom and liberty; and

WHEREAS, the freedom and liberty that Americans enjoy, longed for by people around the world, are the direct result of the many sacrifices made by the United States Veterans; and

WHEREAS, many Minnesotans have made the ultimate sacrifice in the defense of freedom; and

WHEREAS, it is fitting that we recognize the courageous efforts of our veterans who have sacrificed to secure freedom and liberty for all Americans; and

WHERE, the American Legion Auxiliary, the Veterans of Foreign Wars, and the Veterans of Foreign Wars Auxiliary have adopted the poppy as their commemorative symbol; and

WHEREAS, each year, disabled veterans assemble and distribute memorial poppies, creating a tangible tribute to honor our nation's fallen heroes and benefit living veterans and their families.

NOW THEREFORE, BE IT RESOLVED, that I, Dale Adams, Mayor for the City of Grand Rapids do hereby proclaim the month of May 2017, as

## POPPY MONTH

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 8<sup>th</sup> day of May Two thousand and seventeen.

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Dale Adams, Mayor  
City of Grand Rapids





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0306      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/3/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017

**Title:** Consider approving Council minutes for Monday, March 27, 2017 Worksession & Regular meetings, Monday, April 10, 2017 Worksession & Regular meetings and Monday, April 24, 2017 Worksession & Regular meetings.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [March 27, 2018 Worksession.pdf](#)  
[March 27, 2017 Regular Meeting.pdf](#)  
[April 10, 2017 Worksession.pdf](#)  
[April 10, 2017 Regular Meeting.pdf](#)  
[April 24, 2017 Worksession.pdf](#)  
[April 24, 2017 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved As Presented	Pass

Consider approving Council minutes for Monday, March 27, 2017 Worksession & Regular meetings, Monday, April 10, 2017 Worksession & Regular meetings and Monday, April 24, 2017 Worksession & Regular meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, March 27, 2017

4:00 PM

City Hall Conference Room 2A

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, March 27, 2017 at 4:06 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

**Present** 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Bill Zeige, Councilor Rick Blake, and Councilor Tasha Connelly

**Staff present:**

*Tom Pagel, Chad Sterle, Scott Johnson*

**Discussion Items**

1. Continued E-cigarette Discussion  
  
*Council discussed various issues including public health concern, intended message, youth incidents and vapor vs. cigarettes and chewing tobacco. Council maintains that this should be a countywide effort, not specific to the City. Proposed resolution regarding sale percentage and use in businesses that distribute. Staff and legal counsel will draft City resolution and return to Council for consideration.*
  
2. Review proposed 2017 Goals  
  
*Reviewed goals, specifically noting the need to find alternatives to bond streets; possibly seeking community input. Goals should be a roadmap for the City for 2017. Will finalize City Administrator Performance review and goals for 2017 in April.*
  
- 2a. Itasca County Update  
  
*Brett Skyles, Itasca County Administrator, provided update on county tax issues with Blandin Paper Company.*
  
3. Review 5:00 PM Regular Meeting  
  
*Upon review, agenda for Regular meeting will move forward as is.*

**ADJOURN**

*There being no further business, the meeting adjourned at 5:05 PM.*

*Respectfully submitted: Lynn DeGrio, Human Resources Director*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, March 27, 2017

5:00 PM

City Hall Council Chambers

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**Amended 3-27-2017**

**5:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, March 27, 2017 at 5:23 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

### Staff present:

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

### MEETING PROTOCOL POLICY

**5:01 PM PUBLIC FORUM**

*None.*

**5:06 PM COUNCIL REPORTS**

*Councilor Connelly provides info on Parks & Recreation program, summer sports camp for 2017 and Greenway High School Career Fair.*

**5:11 PM CONSENT AGENDA**

1. Closed meeting summary.

**Approved by consent roll call**

2. Consider voiding lost Accounts Payable check #130264, issue a new check and waiving bond requirements for check issued to Down Range Training Concepts, in the amount of \$350.00.

**Approved by consent roll call**

3. Consider adopting a resolution certifying the target area for commercial rehabilitation projects meets the Program's standards for a blighted area for the Small Cities Development Program (SCDP) application.  
**Adopted Resolution 17-24 by consent roll call**
4. Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.  
**Approved by consent roll call**
5. Consider adopting a resolution accepting a donation of a bronze casting of a wood duck from Anne and Ron Radecki to the Arts and Culture Commission.  
**Adopted Resolution 17-25 by consent roll call**
6. Consider approving a temporary liquor application for St. Joseph's Church, event scheduled for April 29, 2017.  
**Approved by consent roll call**
7. Seasonal Golf Employees  
**Approved by consent roll call**
8. Consider approving an Off Sale Liquor License to Grand Rapids Super One Liquor, LLC.  
**Approved by consent roll call**
9. Consider approving a new Off Sale 3.2% Liquor License to Miner's Incorporated for the period April 19, 2017 through December 31, 2017.  
**Approved by consent roll call**
10. Wage increase for GIS Intern.  
**Approved by consent roll call**
11. Completion of Introductory Period for City Engineer Matthew Wegwerth.  
**Approved by consent roll call**

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

**A motion was made by Councilor Christy, seconded by Councilor Blake, to Approve the Consent Calendar. The motion carried by the following vote**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:16 SETTING OF REGULAR AGENDA**  
**PM**

A motion was made by Councilor Rick Blake, seconded by Councilor Bill Zeige, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

**5:17 DEPARTMENT HEAD REPORT**  
**PM**

*Community Development Director, Rob Mattei, provides semi-annual update including department activities, permitting, inspections, projects and staffing. A complete report is on file in Administration for review.*

**5:27 COMMUNITY DEVELOPMENT**  
**PM**

12. Consider authorizing the quote submitted by Rapids Plumbing and Heating for the installation of a new indirect water heater at Central School.

**A motion was made by Councilor Connelly, seconded by Councilor Blake, accepting quote from Rapids Plumbing and Heating for new indirect water heater at Central School. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:32 ENGINEERING**  
**PM**

13. Consider a resolution awarding a contract for CP 2009-1, 2017 Infrastructure Improvements Project.

**A motion was made by Councilor Christy, seconded by Councilor Connelly, adopting Resolution 17-26, awarding contract for CP 2009-1. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

14. Consider a temporary license agreement between Home Depot U.S.A., Inc and the City of Grand Rapids

**A motion was made by Councilor Blake, seconded by Councilor Zeige, approving temporary agreement with Home Depot, as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:42 ADMINISTRATION DEPARTMENT  
PM**

15. Approve the eligibility list for Firefighter Trainee for the City of Grand Rapids.

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Bill Zeige, to approve eligibility list for firefighter trainee as presented. The motion PASSED by an unanimous vote.**

16. Consider an ordinance granting a new natural gas franchise agreement to Minnesota Energy Resources Corporation (MERC).

**A motion was made by Councilor Christy, seconded by Councilor Zeige, to adopt City Ordinance 17-03-01, granting new natural gas franchise agreement to MERC. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:52 VERIFIED CLAIMS  
PM**

17. Consider approving the verified claims for the period March 7, 2017 to March 20, 2017 in the total amount of \$845,975.35, of which \$378,556.25 are bond payments.

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

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:57 ADJOURNMENT  
PM**

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Bill Zeige, to adjourn the meeting at 6:11 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted: Lynn DeGrio, Human Resources Director*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, April 10, 2017

4:00 PM

City Hall Conference Room 2A

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**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 10, 2017 at 4:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

**Present** 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Bill Zeige, Councilor Rick Blake, and Councilor Tasha Connelly

### Discussion Items

1. Mobility Mania Presentation ~ Myrna Peterson & Julie Kennedy

*Lee Isaacs and Lisa Arnold addressed the Council on accessibility issues. Discussed key opportunities such as accessible transportation, buildings and sidewalks, etc. Seeking support in promotion of accessibility awareness.*

2. Continued E-cigarette Discussion

*Continued discussion on e-cigarettes including public usage and awareness. Staff will prepare resolution and return to Council for consideration.*

3. Review 5:00 PM Regular Meeting

*Upon review, no changes are made to the regular Council agenda.*

### ADJOURN

*There being no further business, the meeting adjourned at 4:54 PM.*

*Respectfully submitted: Lynn DeGrio, Human Resources Director*





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, April 10, 2017

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, April 10, 2017 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

### CALL OF ROLL

**Present** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

### MEETING PROTOCOL POLICY

**5:01 PM PUBLIC FORUM**

*None.*

**5:06 PM COUNCIL REPORTS**

*Councilor Blake provided review of CGMC Board meeting.  
Councilor Christy notes an unexpected vacancy on the RAMS board and suggests Grand Rapids submit nomination.  
Mayor Adams presented Police Department brochure and offered thanks to the Officers and the department for their service.*

**5:11 PM CONSENT AGENDA**

1. Consider approving the Public Works Department's Part-Time Eligibility List for the 2017 Spring/Summer maintenance season.

**Approved by consent roll call**

2. Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2017 plan year and authorize payment of the insurance premium including the agent fee.

**Approved by consent roll call**

3. Consider approving a public service and infrastructure permanent easement from

George and Melanie Jacobson related to CP 2009-1, 2017 Infrastructure Improvements.

**Approved by consent roll call**

4. Authorize the Grand Rapids Police Department to apply for a special deer hunt with the DNR Division of Fish and Wildlife for the 2017 deer hunting seasons and to make changes on the Firearms Zones map.

**Approved by consent roll call**

5. Enter into a lease agreement with Itasca Community College for the use of our sports fields.

**Approved by consent roll call**

6. Consider approving a temporary liquor application for Elder Circle, event scheduled for June 8, 2017.

**Approved by consent roll call**

7. Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

**Approved by consent roll call**

8. Golf Course Equipment

**Approved by consent roll call**

9. Golf Seasonal Employees

**Approved by consent roll call**

10. Consider amending Purchasing Policy to implement new Procurement requirements under the Uniform Guidance.

**Approved by consent roll call**

11. City Resolution on Local Government Aid

**Adopted Resolution 17-28 by consent roll call**

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

**A motion was made by Councilor Zeige, seconded by Councilor Blake, to approve the Consent agenda as presented. The motion carried by the following vote**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:16 SETTING OF REGULAR AGENDA**  
**PM**

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

**5:17 VERIFIED CLAIMS**  
**PM**

12. Consider approving the verified claims for the period March 21, 2017 to April 3, 2017 in the total amount of \$610,002.83.

A motion was made by Councilor Christy, seconded by Councilor Blake, to approve the verified claims as presented. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:22 DEPARTMENT HEAD REPORT - Police Department**  
**PM**

*Police Chief Johnson presented semi-annual report, noting department activities, staffing and current statistics within the Grand Rapids community. A complete report is on file in the Administration department.*

**5:32 CIVIC CENTER, PARKS & RECREATION**  
**PM**

13. Consider entering into a Partnership Agreement with Independent School District 318 and the Reif Arts Council to purchase and operate an electronic billboard sign.

A motion was made by Councilor Blake, seconded by Councilor Zeige, to approve partnership agreement with ISD 318 as presented. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

14. Consider entering into a lease agreement with Blandin Paper Company to place an electronic message board on their property.

A motion was made by Councilor Christy, seconded by Councilor Zeige, to approve lease agreement with Blandin Paper Company as presented. The motion carried by the following vote.

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:42 ENGINEERING  
PM**

15. Consider purchasing the property owned by the Funk Estate for access to city stormwater facilities

**A motion was made by Councilor Connelly, seconded by Councilor Christy, to purchase property owned by Funk Estate as requested. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

16. Consider supporting the expansion of competitive rail with a contribution towards the Rail Initiative Pre-Engineering Report

**A motion was made by Councilor Christy, seconded by Councilor Zeige, to support competitive rail expansion with \$5000 contribution from professional services budget. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:52 ADMINISTRATION DEPARTMENT  
PM**

17. Consider appointment of Jared Anderson and Jeff Cook to Firefighter Trainee positions.

**A motion was made by Councilor Dale Christy, seconded by Councilor Bill Zeige, to appoint Jared Anderson & Jeff Cook as Firefighter Trainees. The motion PASSED by unanimous vote.**

18. Consider an Amendment to the Lease Agreement with Waste Management.

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Rick Blake, to amend lease agreement with Waste Management. The motion PASSED by unanimous vote.**

**6:02 ADJOURNMENT  
PM**

**A motion was made by Councilor Dale Christy, seconded by Councilor Bill**

Zeige, to adjourn the meeting at 5:39 PM. The motion PASSED by unanimous vote.

*Respectfully submitted: Lynn DeGrio, Human Resources Director*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, April 24, 2017

4:00 PM

Conference Room 2A

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**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 24, 2017 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

**Present** 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Bill Zeige, Councilor Rick Blake, and Councilor Tasha Connelly

**Staff present:**

*Tom Pagel, Chad Sterle, Barb Baird, Scott Johnson, Steve Anderson, Laura Pfeifer, Matt Wegwerth, Marcia Anderson, Rob Mattei*

**Discussion Items**

1. Financial Statement Presentation by David J. Mol, Partner, Redpath & Company, Ltd.  
*Mr. Mol reviewed audit process and results for the City of Grand Rapids. Grand Rapids has again received the Certificate of Achievement in Government accounting. A complete report is on file in the Administration Department.*  
**Received and Filed**
2. Review Stormwater Rates & Ordinance  
*Engineer Wegwerth presented project and recommendations for stormwater utility including utility, credit & fees and rate review. Will bring recommendation to Council for consideration.*  
**Referred to the City Council**
3. Discuss collaboration with Get Fit Itasca to create a Community Bike Share program  
*Molly McCann, Get Fit Itasca, presented proposed bike share program for the City of Grand Rapids. It is noted that more and more people are using bikes for transportation. The Rotary Club is willing to donate funds. Seeking support and site approval for bike stations around the community. Recommend to return to Council will update as the program develops.*
4. Review 5:00 PM Regular Meeting

*Council reviewed the regular meeting, acknowledging the addition of item #12a to Consent and moving items #21, #22 & #24 from regular agenda to Consent as #12b, #12c, and #12d.*

**ADJOURN**

*There being no further business, the meeting adjourned at 5:08 PM.*

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, April 24, 2017

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, April 24, 2017 at 5:10 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

### Staff present

*Tom Pagel, Chad Sterle, Lauren VanDenHueval, Eric Trast, Matt Wegwerth, Rob Mattei, Scott Johnson, Jeff Davies, Marcia Anderson, Barb Baird, Bob Cahill*

### PRESENTATIONS/PROCLAMATIONS

Retired & Senior Volunteer Program Update ~ Lisa Randall

*Ms. Randall presented a complete overview of ElderCircle and the programs provided in the community.*

### MEETING PROTOCOL POLICY

**5:05 PM PUBLIC FORUM**

*None.*

**5:10 PM COUNCIL REPORTS**

*Mayor Adams provides review of Range Mayors Association*

**5:12 PM APPROVAL OF MINUTES**

Consider approving Council minutes for Monday, March 13, 2017 Regular Meeting.



A motion was made by Councilor Bill Zeige, seconded by Councilor Tasha Connelly, to approve Council minutes as presented. The motion PASSED by unanimous vote.

**5:13 VERIFIED CLAIMS**  
**PM**

Consider approving the verified claims for the period April 4, 2017 to April 17, 2017 in the total amount of \$657,972.17.

A motion was made by Councilor Blake, seconded by Councilor Christy, to approve the verified claims as presented. The motion carried by the following vote.

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:14 CONSENT AGENDA**  
**PM**

1. Resignation of Joe Rabbers from the Part-time Hospital Security roster.

**Approved by consent roll call**

2. Return of Jeremiah Puelston from his leave of absence as Firefighter.

**Approved by consent roll call**

3. Consider approving 2017 City Council Outcome Goals

**Approved by consent roll call**

4. Consider approving a change order with HR Green for engineering services related to CP 2009-1, 2017 Infrastructure Improvements Project

**Approved by consent roll call**

5. Consider accepting Grand Rapids EDA Annual Report for the year 2016.

**Approved by consent roll call**

6. Consider approving Gavin Kuschel, Terry Norgard and Kenneth Aho as 2017 Spring/Summer Part-Time Maintenance workers for the Public Works Department.

**Approved by consent roll call**

7. Consider approving temporary liquor license for ElderCircle, event scheduled for June 8, 2017.

**Approved by consent roll call**

8. Consider approving 2017 animal Control Facility Agreements with the cities of Bovey, Coleraine, Cohasset, and Itasca County.  
**Approved by consent roll call**
9. Consider cancelling April 29, 2017 temporary liquor license for St. Joseph's Catholic Church and approve temporary liquor license for event date May 5, 2017.  
**Approved by consent roll call**
10. Consider authorizing the Grand Rapids Police Department to sell five (5) forfeited vehicles and one (1) city owned vehicle (old police squad car) through Mid - State Auto Auction.  
**Approved by consent roll call**
11. Consider authorizing Gartner Refrigeration to perform repairs on rooftop equipment at the IRA Civic Center.  
**Approved by consent roll call**
12. Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.  
**Approved by consent roll call**
- 12a. Consider approving temporary liquor license for Grand Rapids Players, event scheduled for May 17, 2017.  
**Approved by consent roll call**
- 12b. Decertify Tax Increment Financing District 1-5 Black Bear Homes.  
**Adopted Resolution 17-27 by consent roll call**
- 12c. Consider authorizing Public Works Department to accept low quote from AJ Smith Custom Carpentry for \$6300 to replace Sports Complex Concession Stand asphalt shingles  
**Approved by consent roll call**
- 12d. Appointment of Tracy Kampa to the Children's Librarian position.  
**Approved by consent roll call**

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

**A motion was made by Councilor Blake, seconded by Councilor Zeige, to approve the Consent agenda as amended. The motion carried by the following vote**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:15 SETTING OF REGULAR AGENDA  
PM**

**A motion was made by Councilor Dale Christy, seconded by Councilor Tasha Connelly, to approve the Regular agenda as amended. The motion PASSED by unanimous vote.**

**5:16 DEPARTMENT HEAD REPORT  
PM**

13. Pokegama Golf Course ~ Bob Cahill

*Director Bob Cahill provides update on Pokegama Golf Course including maintenance and spring clean-up, concession stands, golf passes and new purchasing options and the Starting New At Golf (SNAG) program in the schools.*

**Received and Filed**

**5:30 PUBLIC HEARINGS  
PM**

15. Conduct a Public Hearing to consider the adoption of an Ordinance amending multiple sections of Chapter 30 *Land Development Regulations* of the Municipal Code, establishing a *Brewery/Distillery/Winery* use and a *Taproom/Tasting room* use.

*Mayor Adams states the reason for the public hearing, advising that all those wishing to be heard may step forward during this portion of the meeting. Clerk Gibeau states that all notices have been made and no correspondence pertaining to this matter has been received in the Clerk's office.*

*Mr. Mattei presents proposed text amendments to the current ordinance. The Planning Commission is recommending approval as presented.*

**A motion was made by Councilor Dale Christy, seconded by Councilor Bill Zeige, to open the public hearing. The motion PASSED by unanimous vote.**

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

**A motion was made by Councilor Bill Zeige, seconded by Councilor Rick Blake, to close the public hearing. The motion PASSED by unanimous vote.**

16. Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending multiple sections of Chapter 30 *Land Development Regulations* of the Municipal Code establishing a *Brewery/Distillery/Winery* use and a *Taproom/Tasting room* use.

*Mr. Mattei reviewed recommendations by Planning Commission.*

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**A motion was made by Councilor Christy, seconded by Councilor Connelly, to adopt City Ordinance 17-04-02, amending multiple sections of Chapter 30 as presented in the request for Council action. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:25 COMMUNITY DEVELOPMENT  
PM**

14. Consider adoption of a resolution approving the Second Amendment to Contract for Private Development with Majestic Pines Grand, LLC

**A motion was made by Councilor Blake, seconded by Councilor Zeige, to adopt Resolution 17-29, second amendment to contract with Majestic Pines Grand LLC as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**6:00 ENGINEERING  
PM**

17. Consider approving a Second Addendum to the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement

**A motion was made by Councilor Dale Christy, seconded by Councilor Tasha Connelly, to approve second addendum to Airport Joint Powers Agreement Cooperative Agreement as presented. The motion PASSED by unanimous vote.**

18. Consider adopting a resolution requesting the revocation of a portion of MSA Street System and the designation of new MSAS routes.

**A motion was made by Councilor Connelly, seconded by Councilor Zeige, to adopt Resolution 17-30, requesting revocation of portion of MSA Street System & designate new MSAS routes. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

19. Consider approving professional services agreement with SEH for design services related to the General Aviation Apron Reconstruction project.

**A motion was made by Councilor Connelly, seconded by Councilor Blake, approving agreement with SEH related to General Aviation Apron Reconstruction project as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

20. Consider approving professional services agreement with SEH for design services related to the Taxilane Construction project.

**Item #20 was removed from the agenda.**

**6:15 PM FINANCE DEPARTMENT**

*Item #21 moved to Consent agenda as item #12b.*

**6:20 PM PUBLIC WORKS DEPARTMENT**

*Item #22 moved to Consent agenda as item #12c.*

23. Consider the Public Works Department's request to purchase a 2012 Dodge Ram 5500 ST 4X4 Bucket Truck from Kingston Auto, Inc., for \$64,098.36 which includes sales tax, fees and licensing, and sell our existing bucket truck to Cohasset for \$14,000.00.

**A motion was made by Councilor Zeige, seconded by Councilor Blake, approving purchase of 2012 Dodge Ram 5500 ST 4x4 Bucket Truck as presented. The motion carried by the following vote.**

**Aye** 5 - Councilor Dale Christy  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**6:30 PM ADMINISTRATION DEPARTMENT**

*Item #24 moved to Consent agenda as item #12d.*

**6:35 PM ADJOURNMENT**

**A motion made by Councilor Connelly, second by Councilor Blake to adjourn the meeting at 5:56 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0301      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/2/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider approving the verified claims for the period April 18, 2017 to May 1, 2017 in the total amount of \$513,783.07.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [COUNCIL BILL LIST 05/08/17.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved As Presented	Pass

Consider approving the verified claims for the period April 18, 2017 to May 1, 2017 in the total amount of \$513,783.07.

**Requested City Council Action**

Make a motion approving the verified claims for the period April 18, 2017 to May 1, 2017 in the total amount of \$513,783.07.

DATE: 05/02/2017  
 TIME: 13:32:06  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/08/2017

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
0100040	ASCAP	113.66
0914690	INSIGHT PUBLIC SECTOR SLED	2,840.00
TOTAL		2,953.66
CITY WIDE		
0914690	INSIGHT PUBLIC SECTOR SLED	1,489.10
1200800	LHB ENGINEERS & ARCHITECTS	7,443.50
1415377	NORTHERN BUSINESS PRODUCTS INC	26.97
1920240	CHAD B STERLE	10,500.00
TOTAL CITY WIDE		19,459.57
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	440.80
TOTAL SPECIAL PROJECTS-NON BUDGETED		440.80
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	36.49
0315455	COLE HARDWARE INC	25.47
0701650	GARTNER REFRIGERATION CO	158.00
1000068	JK MECHANICAL CONTRACTORS INC	1,231.00
1909510	SIM SUPPLY INC	140.09
TOTAL BUILDING MAINTENANCE-CITY HALL		1,591.05
COMMUNITY DEVELOPMENT		
2018225	TREASURE BAY PRINTING INC	14.50
TOTAL COMMUNITY DEVELOPMENT		14.50
COUNCIL/COMMISSION/BOARDS		
0100040	ASCAP	229.34
TOTAL COUNCIL/COMMISSION/BOARDS		229.34
FINANCE		
0809436	HILDI INC	2,770.00
1415377	NORTHERN BUSINESS PRODUCTS INC	18.66

DATE: 05/02/2017  
 TIME: 13:32:06  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 05/08/2017

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FINANCE		
TOTAL FINANCE		2,788.66
FIRE		
0113233	AMERIPRIDE LINEN & APPAREL	9.30
0221650	BURGGRAF'S ACE HARDWARE INC	134.54
0315455	COLE HARDWARE INC	14.66
0513235	EMERGENCY RESPONSE SOLUTIONS	676.03
0605670	FERRELLGAS	620.94
0900085	IPMA ~ HR	311.00
1301014	MACQUEEN EMERGENCY GROUP	72.27
1415479	NORTHERN DRUG SCREENING INC	20.00
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
2215600	VOLUNTEER FIREMANS BENEFIT	22.00
TOTAL FIRE		2,230.74
INFORMATION TECHNOLOGY		
0914690	INSIGHT PUBLIC SECTOR SLED	878.48
TOTAL INFORMATION TECHNOLOGY		878.48
PUBLIC WORKS		
0100002	3D SPECIALTIES	90.11
0103325	ACHESON TIRE COMPANY INC	110.00
0118163	ARCMATE MANUFACTURING CORP	275.96
0121721	AUTO VALUE - GRAND RAPIDS	85.66
0221650	BURGGRAF'S ACE HARDWARE INC	399.79
0301685	CARQUEST AUTO PARTS	108.04
0315455	COLE HARDWARE INC	362.47
0518366	ERICKSON'S ITASCA LUMBER INC	149.80
0601690	FASTENAL COMPANY	410.85
0718010	CITY OF GRAND RAPIDS	219.40
0801535	HAMMERLUND CONSTRUCTION INC	1,536.00
0801836	HAWKINSON SAND & GRAVEL	437.59
0805640	HERC-U-LIFT	109.00
1200500	L&M SUPPLY	21.96
1415640	NORTRAX EQUIPMENT COMPANY	26.11
1801530	NORTHERN MN WATER COND DBA	231.00
1801615	RAPIDS WELDING SUPPLY INC	23.15
1813125	RMB ENVIROMENTAL	94.50
1908248	SHERWIN-WILLIAMS	203.25
2209421	VIKING ELECTRIC SUPPLY INC	833.69



DATE: 05/02/2017  
 TIME: 13:32:07  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 05/08/2017

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
PUBLIC WORKS		
2305453	WESCO DISTRIBUTION INC	6,030.00
TOTAL PUBLIC WORKS		11,758.33
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	723.47
0315455	COLE HARDWARE INC	21.98
1301720	MATCO TOOLS	35.65
TOTAL FLEET MAINTENANCE		781.10
POLICE		
0103325	ACHESON TIRE COMPANY INC	82.00
0121725	AUTOMOTIVE ELECTRIC LLC	87.16
0301685	CARQUEST AUTO PARTS	124.52
0315455	COLE HARDWARE INC	15.96
0409501	DIMICH LAW OFFICE	4,583.33
0609526	FOG FIREARMS & CATRIDGE DBA	633.98
0712225	GLEN'S ARMY NAVY STORE INC	42.94
0718195	GREAT ENGRAVINGS	251.30
0920059	ITASCA COUNTY SHERIFFS DEPT	3,000.00
1415048	NORTH COUNTRY VET CLINIC	92.22
1609925	PIZZA WORKS	137.75
1800149	RCB COLLECTIONS	25.13
1920233	STREICHER'S INC	243.47
TOTAL POLICE		9,319.76
CENTRAL SCHOOL		
1601753	PAUL HADDIX LOCKSMITHING	772.12
1909510	SIM SUPPLY INC	10.80
TOTAL		782.92
AIRPORT		
0121721	AUTO VALUE - GRAND RAPIDS	80.97
0301685	CARQUEST AUTO PARTS	222.42
TOTAL		303.39

DATE: 05/02/2017  
 TIME: 13:32:07  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 05/08/2017

VENDOR #	NAME	AMOUNT DUE
-----		
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	33.04
0221650	BURGGRAF'S ACE HARDWARE INC	44.97
0401520	DANIELSON HEATING AND COOLING	217.67
0605652	FERGUSON WOLSELEY IND GROUP	189.96
0701650	GARTNER REFRIGERATION CO	1,595.95
1205725	LET'S PLAY HOCKEY, INC	240.00
1301168	MARKETPLACE FOODS	19.97
1601753	PAUL HADDIX LOCKSMITHING	318.31
1605611	PEPSI-COLA	301.92
1801235	RADOTICH INC	106,686.90
1801550	RAPID GARAGE DOOR	85.00
1909510	SIM SUPPLY INC	291.53
2116600	UPPER LAKE FOODS INC	562.15
	TOTAL GENERAL ADMINISTRATION	110,587.37
STATE HAZ-MAT RESPONSE TEAM		
2300600	W.P. & R.S. MARS COMPANY	41.70
	TOTAL	41.70
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	21.38
0121721	AUTO VALUE - GRAND RAPIDS	265.27
0221650	BURGGRAF'S ACE HARDWARE INC	29.91
0315455	COLE HARDWARE INC	307.88
1200500	L&M SUPPLY	7.26
T001142	DONALD & VIOLET FOUST	150.00
	TOTAL	781.70
GENERAL CAPITAL IMPRV PROJECTS		
MUNICIPALITIES COLLABORATION		
0421725	DUTCH ROOM INC	87.71
	TOTAL MUNICIPALITIES COLLABORATION	87.71
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
1109535	KINGSTON AUTO INC	63,938.36

DATE: 05/02/2017  
 TIME: 13:32:07  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 05/08/2017

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
1615427	POKEGAMA LAWN AND SPORT	119.82
TOTAL CAPITAL OUTLAY-PUBLIC WORKS		64,058.18
IRA CVC CTR CAPITAL PJT		
MULTI-USE OUTDOOR PAVILION		
0114200	ANDERSON GLASS	2,800.00
TOTAL MULTI-USE OUTDOOR PAVILION		2,800.00
STORM WATER UTILITY		
0221650	BURGGRAF'S ACE HARDWARE INC	199.99
0315455	COLE HARDWARE INC	11.19
1301015	MACQUEEN EQUIPMENT INC	805.76
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1903227	SCHULER TREE SERVICE	1,000.00
TOTAL		4,216.94
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 236,105.90
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	64.26
0109653	ARFF SPECIALISTS, LLC	4,750.00
0113232	AMERIFLEX BUSINESS SOLUTIONS	524.70
0114210	D. ANDERSON - CHANGE FUND	1,440.00
0205640	LEAGUE OF MN CITIES INS TRUST	1,000.00
0218755	CHARLES BRUEMMER	46.00
0305530	CENTURYLINK COMMUNICATIONS LLC	45.91
0405447	DELTA DENTAL OF MINNESOTA	2,661.90
0405505	JAMES DENNY	406.00
0504610	RON EDMINSTER	69.55
0605191	FIDELITY SECURITY LIFE INS CO	60.90
0717996	GRAND ITASCA CLINIC	37.19
0718015	GRAND RAPIDS CITY PAYROLL	230,301.19
0718070	GRAND RAPIDS STATE BANK	476.07
0805150	JANELL HECIMOVICH	12.00
0805358	JACKIE HEINRICH	94.93
0900060	ICTV	21,260.54
0920055	ITASCA COUNTY RECORDER	92.00
1309199	MINNESOTA ENERGY RESOURCES	304.42
1309338	MN STATE TREAS/BLDG INSPECTOR	1,141.45
1315665	KELLY MORRIS	46.00

DATE: 05/02/2017  
 TIME: 13:32:07  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 05/08/2017

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1601305	THOMAS J. PAGEL	792.67
1601750	PAUL BUNYAN COMMUNICATIONS	74.96
1621130	P.U.C.	9,308.18
1801206	RADIOLOGIST ASSOC. IN DULUTH	6.31
1903321	STEVEN SCHAAR	25.50
2000100	TASC	30.60
2114750	UNUM LIFE INSURANCE CO OF AMER	253.79
2201525	LAUREN VAN DEN HEUVEL	44.94
2201535	VANTIV INTEGRATED PAYMENTS	65.00
2301700	WASTE MANAGEMENT	2,240.21
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$277,677.17
TOTAL ALL DEPARTMENTS		513,783.07



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0291      **Version:** 1      **Name:** Fee schedule update - stormwater  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/1/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider a resolution amending the City Wide fee schedule to update stormwater rates, fees and deposits.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Stormwater Utility Fee - Resolution 050817](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider a resolution amending the City Wide fee schedule to update stormwater rates, fees and deposits.

**Background Information:**

City staff recently reviewed the City's stormwater ordinances, fees and policies. Based on this review, several changes are recommended to help cover the rising costs of stormwater management to meet State/Federal regulations. The following chart outlines the proposed changes.

<b>ENGINEERING DEPARTMENT</b>			
<b>Right of Way Improvement permit</b>	\$20.00		
Batches of 10 or more	\$15.00		
<b>Stormwater Permit Application</b>			
Residential	\$25.00 - NEW		
Commercial / Industrial (0 ac - 1 ac)	\$100.00 - NEW		
Commercial / Industrial (1 ac - 3 ac)	\$175.00 - NEW		
Commercial / Industrial (3+ ac)	\$300.00 - NEW		
<b>Stormwater Pollution Prevention Deposit</b>			
Residential	<del>\$1,000</del> \$500.00		
Commercial / Industrial	\$1,000.00 / \$100,000 of project cost - NEW		
<b>Stormwater Utility Rates</b>	As of July 1, 2017		As of July 1, 2018
Single-Family	<del>\$6.00</del>	\$6.75	\$7.50
Multi-Family	<del>\$21.93</del>	\$24.67	\$27.41
Commercial	<del>\$33.59</del>	\$37.79	\$41.98
Industrial	<del>\$33.59</del>	\$37.79	\$41.98
Institutional	<del>\$29.79</del>	\$33.51	\$37.24
City Map	\$10.00		
<b>Prints:</b>			

24/24	\$3.50 each
24/36	\$5.00 each
36x48	\$10.00

**Staff Recommendation:**

City staff recommends adopting a resolution amending the City Wide fee schedule to update stormwater rates, fees and deposits.

**Requested City Council Action**

Make a motion to adopt a resolution amending the City Wide fee schedule to update stormwater rates, fees and deposits.

Councilmember \_\_\_\_\_ introduced the following ordinance and moved for its adoption:

RESOLUTION NO. 17-\_\_\_\_

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends the Grand Rapids; City Wide Fee Schedule for City Services as follows:

<b>ENGINEERING DEPARTMENT</b>		
<b>Right of Way Improvement permit</b>	\$20.00	
Batches of 10 or more	\$15.00	
<b>Stormwater Permit Application</b>		
Residential	\$25.00	
Commercial / Industrial (0 ac – 1 ac)	\$100.00	
Commercial / Industrial (1 ac – 3 ac)	\$175.00	
Commercial / Industrial (3+ ac)	\$300.00	
<b>Stormwater Pollution Prevention Deposit</b>		
Residential	\$500.00	
Commercial / Industrial	\$1,000.00 / \$100,000 of project cost	
<b>Stormwater Utility Rates</b>	As of July 1, 2017	As of July 1, 2018
Single-Family	\$6.75	\$7.50
Multi-Family	\$24.67	\$27.41
Commercial	\$37.79	\$41.98
Industrial	\$37.79	\$41.98
Institutional	\$33.51	\$37.24
City Map	\$10.00	
<b>Prints:</b>		
24/24	\$3.50 each	
24/36	\$5.00 each	
36x48	\$10.00	

Adopted by the Council this 8<sup>th</sup> day of May, 2017.

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Dale Adams Mayor

ATTEST:

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Kim Johnson-Gibeau, City Clerk

Councilmember \_\_\_\_\_ seconded the foregoing ordinance and the following voted in favor thereof: \_\_\_\_\_ and the following voted against the same: \_\_\_\_\_, whereby the ordinance was declared duly passed and adopted.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0292      **Version:** 1      **Name:** Stormwater Utility ordinance  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/1/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider the adoption of an ordinance, amending and updating multiple sections of Article V Stormwater Utility within Chapter 70 Utilities, of the Municipal Code.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Sec. 70-201.Stormwater utility 050817](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider the adoption of an ordinance, amending and updating multiple sections of Article V *Stormwater Utility* within Chapter 70 *Utilities*, of the Municipal Code.

**Background Information:**

City staff recently reviewed the City's stormwater ordinances, fees and policies. Based on this review, several changes are recommended to the stormwater utility ordinance. The proposed changes to the ordinance are summarized below:

- Classification 3 (Apartments/Condos/Town Homes) was removed as it is a duplicate to Classification 2 (Multi-family)
- Public/Quasi-Public land use were removed from Classification 6 as this is redundant
- Agricultural was added to Classification 9 to clarify this land use
- Classifications were renumbered with the deletion of Apartments/Condos/Town Homes

**Staff Recommendation:**

City staff is recommending the adoption of an ordinance, amending and updating multiple sections of Article V *Stormwater Utility* within Chapter 70 *Utilities*.

**Requested City Council Action**

Make a motion regarding the adoption of an ordinance, amending and updating multiple sections of Article V *Stormwater Utility* within Chapter 70 *Utilities*, of the Municipal Code; and authorize its publication in summary form.

ARTICLE V. - STORMWATER UTILITY

Sec. 70-201. - General operation.

The city stormwater system shall be operated as a public utility (hereinafter called the "stormwater utility" or "utility"), pursuant to Minn. Stat. § 444.075, from which revenues will be derived subject to the provisions of this article and Minnesota Statutes.

Sec. 70-202. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Monthly utility revenue* means the estimated monthly expenditures for planning and inventories, capital expenditures, personnel and equipment and operation of the stormwater utility, in accordance with established city policy.

*Stormwater utility fee* means the annual charge developed for each parcel of land.

*Utility factor* means the ratio of runoff volume, in inches, for a particular land use, to the runoff volume, in inches for an average single-family residential, assuming a two-inch rainfall and Natural Resources Conservation Services (NRCS) "Type C" soil conditions.

Sec. 70-203. - Fee.

(a) *Determination.* The stormwater utility fee for properties classified as single family shall be a fixed monthly amount established by ordinance. All uses, other than single family shall pay a stormwater utility fee based on the acreage of the property. The basis for the fee shall be defined as the product of the single-family residential per-acre fee, the appropriate utility factor and the total acreage of the parcel. The utility factors for various land uses are shown in the following table.

Classification	Land Use	Utility Factor
1	Residential	1.00
2	Multi-family	1.83
3	Commercial	2.80
4	Industrial	2.80
5	Institutional	2.48
6	Parks/Open Space/Cemeteries	EXEMPT

7	Road Right-of-Way	EXEMPT
8	Lakes/Streams/Wetlands	EXEMPT
9	Agricultural / Vacant	EXEMPT

- (b) *Credits.* The council may adopt policies, by resolution, for adjustment of the stormwater utility fees. Information to justify a fee adjustment must be supplied by the property owner. Such adjustments of fees shall not be retroactive. Credits will be reviewed regularly by a staff committee.
- (c) *Exemptions.* The following land uses are exempt from the stormwater management fee:
- (1) Park/open space/cemeteries
  - (2) Road right-of-way.
  - (3) Lakes/streams/wetlands.
  - (4) Vacant.
- (d) *Payment.* Stormwater utility fees shall be billed every month with water and sanitary sewer bills. The fee shall be due and payable the same terms as water and sanitary sewer utility bills. Any prepayment or overpayment of charges shall be retained by the city and applied against subsequent fees.
- (e) *Appeal of fee.* If a property owner or person responsible for paying the stormwater utility fee believes that a particular assigned fee is incorrect, such a person may request that the fee be re-computed.
- (f) *Penalty for late payment.* Each billing for stormwater utility fees not paid when due shall incur a penalty charge of ten percent of the amount past due.
- (g) *Collection of past due fees.* If any three consecutive stormwater utility fees have not been paid when due, then a penalty as established by resolution shall be added to the amount due. Any such past due fees may then be certified to the county auditor for collection with real estate taxes on the following year, pursuant to law. In addition, the city shall also have the right to bring a civil action or to take other legal remedies to collect unpaid fees.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0293      **Version:** 1      **Name:** PW Request to Hire PT Spring/Summer Maintenance Workers  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/1/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider approving Part-Time Seasonal Spring/Summer Maintenance workers for the Public Works Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider approving Part-Time Seasonal Spring/Summer Maintenance workers for the Public Works Department.

### **Background Information:**

The Public Works Department hires Part-Time Maintenance workers for the Spring/Summer Maintenance seasons for parks, athletic fields, right-of-ways, cemetery and city properties. Aaron Foss will return for his third year at Public Works and his wage rate will be \$10.50 per hour. Ratification for Aaron's start date will be May 8th, 2017 and continue through November 4th, 2017. Alexander Rajala will return for his second year at Public Works and his wage rate will be \$9.50 per hour. Additionally, we would like to hire Joy Gould as a Part-Time Summer Maintenance workers from June 1st, 2017 through September 30th, 2017 at a wage rate of \$10.50 per hour and Jared Cleveland at a wage rate of \$9.50 per hour. The cost for our part-time maintenance workers is included in the 2017 Public Works Budget.

### **Staff Recommendation:**

Public Works Director, Jeff Davies, recommends hiring Aaron Foss, Alexander Rajala, Joy Gould, and Jared Cleveland, as 2017 Spring/Summer Maintenance workers.

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

Make a motion to authorize the Public Works Department to hire Aaron Foss, Alexander Rajala, Joy Gould and Jared Cleveland as 2017 Spring/Summer Part-Time Maintenance workers.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0294      **Version:** 1      **Name:** Stormwater Protection Ordinance  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/1/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider the adoption of an ordinance, amending and updating multiple sections of Article IV Stormwater Protection within Chapter 30 Land Development Regulations, of the Municipal Code.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Sec. 30 149.Stormwater protection 050817](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider the adoption of an ordinance, amending and updating multiple sections of Article IV *Stormwater Protection* within Chapter 30 *Land Development Regulations*, of the Municipal Code.

**Background Information:**

City staff recently reviewed the City's stormwater ordinances, fees and policies. Based on this review, several changes are recommended to the stormwater protection ordinance to better comply with State and Federal regulations. The proposed changes to the ordinance were submitted to Council during a work session on April 24th, and the major changes are summarized below:

- Access to site and storm sewer system
- Site design requirement and permit review
- Maintenance requirements
- Post construction stormwater management
- Permit application fee and deposit requirements

**Staff Recommendation:**

City staff is recommending the adoption of an ordinance, amending and updating multiple sections of Article IV *Stormwater Protection* within Chapter 30 *Land Development Regulations*, of the Municipal Code.

**Requested City Council Action**

Make a motion regarding the adoption of an ordinance, amending and updating multiple sections of Article IV *Stormwater Protection* within Chapter 30 *Land Development Regulations*, of the Municipal Code; and authorize its publication in summary form.

Sec. 30-149. - Stormwater protection.

An ordinance rescinding ordinance 10-04-03 in its entirety and adopting new stormwater protection ordinance.

(a) *Statutory Authorization.* This ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes Chapters 103B, 105, 462, and 497, Minnesota Rules, Parts 6120.2500-6120.3900, and Minnesota Rules Chapters 8410 and 8420.

(b) *Scope.*

- (1) The purpose of this article is to satisfy SWPPP obligations for a regulatory mechanism to control stormwater pollution and illegal discharges under the statewide general permit for small MS4s. This article sets forth minimum requirements for stormwater management to diminish threats to public health, safety, public and private property and natural resources of the community by establishing standards that will:
  - a. Protect life and property from dangers associated with flooding;
  - b. Protect public and private property from damage resulting from runoff or erosion;
  - c. Ensure site design minimizes the generation of stormwater and maximizes pervious areas for stormwater treatment;
  - d. Promote regional stormwater management by watershed;
  - e. Protect, maintain and/or restore water quality from nutrients, pathogens, toxics and debris;
  - f. Promote infiltration and groundwater recharge;
  - g. Promote water quality treatment for new development, redevelopment, and linear construction projects.
- (2) No person shall develop any land for residential, commercial, industrial, or institutional uses without having provided the stormwater management measures set forth herein to control or manage runoff from such development. All water entering the storm drain system generated on any developed and undeveloped lands, unless explicitly exempted by the city, shall be protected from illegal disposal/discharge and illegal connections.
- (3) A separate permit may be needed if the standards in this section are not incorporated into the review of other city permits.
- (4) Except where a waiver is granted, any person, firm, sole proprietorship, partnership, corporation, state agency, or political subdivision proposing a land disturbing activity, requiring a land alteration or building permit within the city shall submit to the city for review and comment on the stormwater pollution prevention plan (SWPPP) and site plan. No land shall be disturbed until the plan is reviewed by the city and conforms to the standards set forth herein and applicable permits have been issued.
- (5) The provisions of the waste controls and illicit discharge and inspections and enforcement subsections of this section apply to all areas within the city at all times.
- (6) The definitions of terms in this ordinance correspond to the definitions in the most current MPCA NPDES construction permit.

(c) *Erosion and sediment control.* Erosion and sediment control, at a minimum, shall meet the requirements and provisions defined in the most current Minnesota Pollution Control Agency

(MPCA) National Pollution Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activities, also referred to as the NPDES construction permit.

(d) *Waste controls and illicit discharge.*

(1) *Illegal disposal.*

- a. No person shall throw, deposit, place, leave, maintain, or keep or permit to be thrown, placed, left, maintained or kept, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles, or accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any public or private plot of land in the city, so that the same might be or become a pollutant, except in containers, recycling bags, or other lawfully established waste disposal facility.
- b. No person shall intentionally dispose of grass, leaves, dirt, or other landscape debris into a water resource buffer, street, road, alley, catch basin, culvert, curb, gutter, inlet, ditch, natural watercourse, wetland, flood control channel, canal, storm drain or any fabricated natural conveyance.

(2) *Illicit discharges and connections.*

- a. No person shall cause any illicit discharge to enter the municipal storm water system unless such discharge: (1) consists of non-storm water that is authorized by an NPDES point source permit obtained from the MPCA; or (2) is associated with firefighting activities.
- b. No person shall use any illicit connection to intentionally convey non-storm water to the city stormwater system.

(3) *Good housekeeping provisions.* Any owner or occupant of property within the city shall comply with the following good housekeeping requirements:

- a. No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste in an area where discharge to streets, storm drain system, or waters of the State as defined by the MPCA, may occur. This section shall apply to both actual and potential discharges.
- b. Runoff of water from residential property shall be minimized to the maximum extent practicable. Runoff of water from the washing down of paved areas in commercial or industrial property is prohibited unless necessary for health or safety purposes and not in violation of any other provisions in city codes.
- c. Storage of materials, machinery, and equipment.
  - i. Objects, such as motor vehicle parts, containing grease, oil or other hazardous substances, and unsealed receptacles containing hazardous materials, shall not be stored in areas susceptible to runoff or discharge to a stormwater system.
  - ii. Any machinery or equipment that is to be repaired or maintained in areas susceptible to runoff shall be placed in a confined area to contain or collect leaks, spills, or discharges without discharge to the stormwater system.
  - iii. Any storage of materials that are exposed to the environment such as; salt, salt/sand or sand, that are susceptible to runoff or discharge into a storm water system, public or private, shall be covered in a manner that will eliminate the leeching of chemicals and/or sediment and must apply for storm water permit for inspection and monitoring.
- d. Debris and residue shall be removed, as noted below:

- i. All motor vehicle parking lots and private streets shall be swept, at a minimum of once a year in the spring to remove debris. Such debris shall be collected and properly disposed;
  - ii. Fuel and chemical residue or other types of potentially harmful material, such as animal waste, garbage or batteries, which is located in an area susceptible to runoff, shall be removed as soon as possible and disposed of properly. Household hazardous waste shall not be placed in a trash container.
- (4) *Industrial or construction activity discharges.* Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit will be required in a form acceptable to the city prior to the allowing of discharges to the storm sewer system. All facilities that have stormwater discharges associated with industrial activity, including construction activity must adhere to the following guidelines:
  - a. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the storm sewer system or watercourses through the use of structural and non-structural BMPs.
  - b. Any person responsible for a property or premises, which is, the source of an illicit discharge, shall be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm sewer system. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.
- (5) *Notification of spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into the storm sewer system, or water of the state said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the city no later than the next business day.
- (6) *Access to buildings for inspection, monitoring and/or dye testing.*
  - a. The city shall be permitted to enter and inspect all buildings under this article as often as may be necessary to determine compliance with this article.
  - b. Facility operators shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, dye testing, examination and copying of records that relate to the discharge of stormwater.
  - c. The city shall have the right to set up at any building such devices as are necessary to conduct monitoring, sampling and/or dye testing of the facility's stormwater discharge.
  - d. The city has the right to require the discharger to install monitoring equipment as necessary.
  - e. Unreasonable delays in allowing the city access to a facility is a violation of this article.
  - f. If the city has been refused access to any part of the premises from which stormwater is discharged, and is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the city may seek issuance of a search warrant from any court of competent jurisdiction.



(7) *Suspension of storm sewer system access.*

- a. Suspension due to illicit discharges in emergency situations. The city may, without prior notice, suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the state, or to minimize danger to persons.
- b. Suspension due to the detection of illicit discharge. Any person discharging to the storm sewer system in violation of this article may have their storm sewer system access terminated if such termination would abate or reduce an illicit discharge. A person commits an offense if the person reinstates storm sewer system access to premises terminated pursuant to this section, without the prior approval of the city.

(e) *Site Design*

(1) *Applicability.*

- a. A city approved stormwater pollution prevention plan (SWPPP) and stormwater permit shall be required prior to any construction or grading activity that meets any of the criteria immediately below, unless otherwise exempted in this section.
  - i. Construction or grading activity involving between 5,000 square feet and one acre of land disturbance area. Construction or grading activity involving under 5,000 square feet of land disturbance shall only be required to submit a stormwater permit application (no SWPPP).
  - ii. When any land disturbance project proposes to disturb between 5,000 square feet and one acre of land area, a land alteration permit is required. Additionally, the applicant shall prepare a stormwater management plan which will be reviewed by the city engineer, or their designee to determine if permanent stormwater management is required.
  - iii. Any construction or grading activity, regardless of size, that the city determines is likely to cause an adverse impact to an environmentally sensitive area or other property.
- b. Construction or grading activity that is greater than or equal to one acre of land disturbance and is subject to NPDES construction stormwater general permit regulations is considered in compliance with this section with an approved NPDES coverage card. Applicant must submit a stormwater permit application to the city and provide proof of NPDES coverage and the approved SWPPP prior to construction. NPDES compliance shall be maintained through the duration of the project. Instances of non-compliance with NPDES regulations are subject to the city's enforcement procedures described in section (h).

(2) *Exemptions.*

- a. The following activities shall be exempt from all of the requirements of this section:
  - i. Emergency work necessary to protect life, limb, or property.

- ii. Routine agricultural activity such as tilling, planting, harvesting, and associated activities. Other agricultural activities are not exempt including activities such as construction of structures.

(3) *Stormwater permit review process.*

- a. *Application review.* The applicant shall not commence any construction activity subject to this section until a permit (herein referred to as "stormwater permit") has been authorized by the city. As deemed necessary, a review of the stormwater permit application shall be done and the city will provide written notice within 15 business days of the receipt of a complete stormwater permit application from the applicant in accordance with Minn. Stats. § 15.99. The city will work with the necessary state, county, and local agencies to complete the review as appropriate. The city shall review the information in the stormwater permit application including proposed stormwater practices, hydrologic models, and design methodologies for compliance with this section. The city may require additional information, as necessary, prior to authorization of a permit.
- b. *Stormwater permit authorization.* The city may issue approval authorizing the project or activity. The approval shall be valid for one year. Approval will be in written or electronic format from the city to the applicant.
- c. *Stormwater permit denial.* If the city determines the application does not meet the requirements of this section the application will be denied. If the application is denied, the applicant will be notified of the denial in written or electronic format, including reasons for the denial. Once denied, a new application shall be resubmitted for approval before any activity may begin. All building permits shall be suspended until the applicant has an authorized stormwater permit.
- d. *Stormwater Pollution Prevention Plan (SWPPP) information requirements.* The minimum information shown in the applicant's plan shall be consistent with the following:
  - i. Plan shall meet the erosion and sediment control requirements in the most recent version of the NPDES construction stormwater general permit issued by the MPCA and shall include a fully completed application.
  - ii. The SWPPP shall be prepared by an individual who has received training by an accredited governmental agency, professional organization, or educational institution for and has working knowledge and experience in erosion prevention, sediment control, permanent stormwater management and the MN NPDES/SDS Construction Stormwater Permit. This individual shall sign the SWPPP with a certification statement that the individual meets the requirements of this clause.
- e. *Modification of permitted plans.* The applicant must amend an approved plan to include additional requirements such as additional or modified stormwater best management practices (BMPs) designed to correct problems whenever:
  - i. There is a change in design, construction, operation, maintenance, weather or seasonal conditions that has a significant effect on the discharge of pollutants to surface water or underground water.
  - ii. Inspections or investigations by site operators, local, state or federal officials indicate the plans are not effective in eliminating or significantly minimizing the discharge of pollutants to surface water or underground water or that the discharges are causing water quality standard exceedances.
  - iii. The plan is not achieving the general objectives of minimizing pollutants in stormwater discharges associated with the activity on the permitted site.

- f. *Stormwater permit completion.* Before work under the stormwater permit is deemed complete:
  - i. The permittee must submit as-builts, a long-term maintenance plan and information demonstrating that the stormwater facilities conform to design specifications as deemed necessary by the city engineer or designee.
  - ii. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
  - iii. A final certificate of occupancy has been provided by the city, as applicable according to the building permit issued for the development.

(4) *Site design considerations.*

a. *Design process.*

- i. New and redevelopment projects that disturbs more than 5,000 square feet of land area shall be designed to incorporate erosion control and stormwater management features and to meet the minimum requirements outlined in the most recent version of the NPDES construction stormwater general permit.
- ii. Whenever possible, new development projects shall be designed using the better site design techniques of the current version of the Minnesota Stormwater Manual. Better site design involves techniques applied early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization.

(5) *Inspections and maintenance.*

- a. *Applicant responsibilities.* The applicant is responsible for inspections, maintenance, and record keeping during construction for all stormwater BMPs on the site.
- b. *Right of entry.* The issuance of a stormwater permit, land alteration permit or NPDES construction stormwater general permit constitutes a right-of-entry for the city or its agent to enter upon the construction site. The applicant shall allow the city and their authorized representatives, upon presentation of credentials, to:
  - i. Enter upon the permitted site for the purpose of obtaining information, examination of records, conducting investigations or surveys;
  - ii. Bring such equipment upon the permitted development as is necessary to conduct such surveys and investigations;
  - iii. Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of the applicable permit(s);
  - iv. Inspect the stormwater pollution control measures;
  - v. Sample and monitor any items or activities pertaining to stormwater pollution control measures.
- c. *City inspections.* The city reserves the right to conduct inspections on a regular basis to ensure that both temporary and permanent stormwater management and erosion and sediment control measures are properly installed and maintained prior to construction, during construction, and at the completion of the project.

(6) *Maintenance schedule.*

- a. *Generally*. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access unless another time frame is specified below.
- b. *Perimeter control devices*. All perimeter control devices and inlet protection devices must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches one-half the height of the device. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access.
- c. *Sedimentation basins*. Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of the sediment collected in the basin reaches one-half the storage volume. Drainage and removal must be completed within 72 hours of discovery.
- d. *Surface waters*. The permittee must remove all deltas and sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems. Areas where sediment removal results in exposed soil must be re-stabilized. The removal and stabilization must take place within seven days of discovery unless precluded by legal, regulatory, or physical access constraints. The permittee is responsible for contacting all local, regional, state, and federal authorities and receiving any applicable permits, prior to conducting any work in surface waters.
- e. *Sediment tracking*. All sediment that escapes the site or that is tracked onto paved surfaces must be removed within 12 hours of discovery.

(f) Post construction stormwater management.

- (1) The purpose of this section is to prevent or reduce water pollution within the city after construction has been completed. This section establishes standards for new development, redevelopment, and linear construction projects in order to minimize the stormwater pollution, soil erosion, and sedimentation.
- (2) The applicant shall consider reducing the need for stormwater management performance standards by incorporating the use of natural topography and land cover. It shall also:
  - a. Minimize impact to significant natural features;
  - b. Review the site for wetlands, wooded areas of significance, and rare and endangered species habitat. These areas should not be developed;
  - c. Minimize impervious surface coverage to the maximum extent practicable;
  - d. In designated shoreland areas the development shall meet the impervious surface requirements of the shoreland ordinance regardless of conveyance systems;
  - e. Volume control. Designer shall be required to provide soil boring analysis to determine the infiltration rate prior to approval of plans. The design shall meet the following requirements depending on the type of project in accordance with the MS4 NPDES permit:
    - i. *New development*. For new, nonlinear developments that create more than one acre of new impervious surface on sites without restrictions, stormwater runoff volumes will be controlled and the post-construction runoff volume shall be retained on site for 1.1 inches of runoff from all impervious surfaces on the site;
    - ii. *Redevelopment*. Redevelopment projects (including linear projects), on sites without restrictions that create new impervious surfaces shall capture and retain on site 1.1 inches of runoff from the new impervious surface and show a net pollutant reduction for any reconstructed impervious surfaces.

- f. Rate control. For post-construction rate control modeling a minimum curve number of 84 shall be used on all disturbed/graded soil areas, due to soil compaction impacts, unless soil protection/compaction remediation specifications have been incorporated into the proposal (plan set, stormwater management plan, etc.) and are approved by the city engineer. Atlas 14 shall be used in all rate-control estimates.
  - i. *New construction*. Projects shall have no increase in runoff from the predevelopment peak runoff rates for the two-, ten-, and 100-year 24-hour storm events.
  - ii. *Redevelopment*. Projects shall have no increase in runoff from the pre-project peak runoff rates for the two-, ten-, and 100-year 24-hour storm events.
- g. *Water Quantity / Flood Control*
  - i. The low building elevation shall be set to the higher of the following:
    - 1. Where an effective Base Flood Elevation (BFE) has been established and is included in the City's FIRM, the low floor elevation adjacent to the surface water body shall be established in accordance with the City's Floodplain ordinance. The ordinance establishes the Regulatory Flood Protection Elevation (low floor elevation) at not less than one (1) foot above the BFE plus any increase due to encroachment of the floodway.
    - 2. The low floor elevation shall be two (2) feet or more above the 100-year/24-hour event as determined by a technical evaluation by a qualified engineer or hydrologist.
  - ii. An emergency overflow shall be incorporated into the site design at or above the BFE or modeled high water level to convey a 100-year discharge away from buildings to the next downstream water body. Existing, natural or man-made emergency overflows shall be analyzed as part of the design process. The lowest opening shall be set at least 1.5 feet above the emergency overflow elevation of the adjacent water body, unless the analysis shows that adequate storage volume exists within the basin to provide a reasonable level of protection from potential flooding. Where a natural overflow does not exist, the designer shall consider the possibility of long duration events, such as multiple-year wet cycles and high runoff volume events (e.g., snowmelt events that last for many weeks) when evaluating high water elevations and outlets from landlocked basins.
- h. Treatment design sequencing for sites with restrictions (as found in the MIDS design sequence flowchart).

Applicant shall fully attempt to comply with the appropriate performance goals described above. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site. If full compliance is not possible due to any of the factors listed below, the applicant must document the reason. If site constraints or restrictions limit the full treatment goal, the following treatment design sequence shall be followed:

Applicant shall document the treatment sequence starting with alternative #1. If alternative #1 cannot be met, then alternative #2 shall be analyzed. Applicants must document the specific reasons why alternative #1 cannot be met based on the factors listed below. If alternative #2 cannot be met then alternative #3 shall be met. Applicants must document the specific reasons why alternative #2 cannot be met based on the factors listed below. When all of the conditions are fulfilled within an alternative, this sequence is completed;

Volume reduction techniques considered shall include infiltration, reuse and rainwater harvesting, and canopy interception and evapotranspiration and/or additional techniques included in the MIDS calculator and the Minnesota Stormwater Manual;

Higher priority shall be given to BMPs that include volume reduction. Secondary preference is to employ filtration techniques, followed by rate control BMPs. Factors to be considered for each alternative will include:

1. Karst geology;
2. Shallow bedrock;
3. High groundwater;
4. Hotspots or contaminated soils;
5. Drinking water source management areas or within 200 feet of drinking water well;
6. Zoning, setbacks or other land use requirements;
7. Excessive cost;
8. Poor soils (infiltration rates that are too low or too high, problematic urban soils).

*Alternative #1:*

Applicant attempts to comply with the following conditions:

1. Achieve at least 0.55" volume reduction from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
2. Remove 75 percent of the annual TP load from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
3. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

*Alternative #2:*

Applicant attempts to comply with the following conditions:

1. Achieve volume reduction to the maximum extent practicable;
2. Remove 60 percent of the annual TP load from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
3. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

*Alternative #3:*

Off-site treatment—Mitigation equivalent to the performance of 1.1 inches of volume reduction for new development or redevelopment as described above in this section, (including banking or cash) can be performed off-site to protect the receiving water body. Off-site treatment shall be achieved in areas selected in the following order of preference:

1. Locations that yield benefits to the same receiving water that receives runoff from the original construction activity;
2. Locations within the same department of natural resource (DNR) catchment area as the original construction activity;
3. Locations within the next adjacent DNR catchment area upstream;

4. Locations anywhere within the community's jurisdiction.

Impervious surface area calculations shall include all disturbed/graded soil areas, due to soil compaction impacts, unless soil protection/compaction remediation specifications have been incorporated into the proposal (plan set, stormwater management plan, etc.) and are approved by the city engineer.

Designers shall be required to provide estimates of BMP-site specific infiltration rates to the city engineer for approval prior to site plan review. For information on estimation of infiltration rates, see the Minnesota Stormwater Manual (<http://stormwater.pca.state.mn.us>).

The MIDS design sequence flowchart can be found in the Minnesota Stormwater Manual: [http://stormwater.pca.state.mn.us/index.php/Flexible\\_treatment\\_options](http://stormwater.pca.state.mn.us/index.php/Flexible_treatment_options).

All volume control practices and site design specifications shall conform to the current version of the Minnesota Stormwater Manual.

(3) *Stormsewer sizing.*

- a. All stormwater sizing must be sized at a minimum to maintain predevelopment peak runoff rates for the 10-year, 24-hour storm event.
- b. Low areas must have an acceptable overland drainage route with the proper transfer capacity when the storm event is exceeded.
- c. All stormwater detention or retention facilities shall be designed to safely pass the 100-year, 24-hour event.

(4) *Better site design.* Whenever possible, projects shall be designed using better site design techniques early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious area more effectively to treat stormwater runoff. The applicant shall attempt to limit the impervious surface of the developed site or subdivision by incorporating the following design considerations, consistent with zoning, subdivision, and PUD requirements:

- a. *Open space protection and restoration.*
  - i. Maximizing open space while incorporating smaller lot sizes to conserve natural areas and reduce the amount of stormwater runoff generated at the site.
  - ii. Conservation of natural vegetation wherever practical.
  - iii. Reforestation.
  - iv. Reestablishment of prairies and wetlands.
  - v. Increase buffers around streams, steep slopes, and wetlands to protect from flood damage and provide additional water quality treatment.
- b. *Reduction of impervious cover.*
  - i. Reduce new impervious area through redevelopment of existing sites and use existing roadways, trails, etc.
  - ii. Minimize street widths, parking space size, driveway length, sidewalk width.
  - iii. Reduce impervious structure footprint.
  - iv. Use shared parking facilities consistent with zoning requirements.
  - v. Install semi-permeable/permeable or porous paving.
- c. *Distribution and minimization of runoff.*
  - i. Utilize vegetated areas for stormwater treatment.

- ii. Look for vegetated areas that can filter sheet flow, removing sediment and other pollutants, and increasing the time of concentration.
  - iii. Disconnect impervious areas by allowing runoff from small impervious areas to be directed to pervious areas where it can be infiltrated or filtered.
  - iv. All runoff from downspouts, driveways and other impervious areas shall be directed to pervious surfaces, where feasible, or unless the applicant can demonstrate that the practice is likely to result in groundwater contamination.
  - v. Eliminate curb and gutter where practicable, and use vegetated swales or equivalent.
  - vi. Encourage infiltration and soil storage of runoff through grass channels, soil compost amendment, vegetated swales, rain gardens, etc.
  - vii. Plant vegetation that does not require irrigation beyond natural rainfall and runoff from site.
- (5) *Regional ponding.* If the city determines the site is not suitable for on-site treatment, off-site stormwater management and associated fees may be established, provided that provisions are made to manage stormwater by an off-site facility, and provided that all of the following conditions for the off-site facility are met:
- a. The facility is in place or the city has knowledge of future regional ponding on site;
  - b. The facility is designed and adequately sized to provide a level of stormwater control that at least meets the ordinance standards;
  - c. The city is satisfied that the facility has a legally obligated entity responsible for its long-term operation and maintenance.
- (6) *Accepted alternatives to stormwater pond treatments.* Alternative treatments may be installed and shall be reviewed and approved by the city. Alternative treatments are included but are not limited to those stated in the Minnesota Stormwater Manual.
- (7) *Maintenance of private stormwater facilities.* All private stormwater facilities shall be maintained by the owner in proper condition consistent with the performance standards for which they were originally designed.
- a. All settled materials from sumps, grit chambers, and other devices, including settled solids, shall be removed and properly disposed of on an annual basis. One- to five-year waivers from this requirement may be granted by the city when the owner presents evidence that the facility has additional capacity to remove settled solids in accordance with the original design capacity.
  - b. Ponds shall be inspected at least once every five years to determine if settled materials should be removed. Settled materials shall be removed and properly disposed of when the pond is no longer functioning at the original design capacity.
  - c. A maintenance plan must be provided that defines who will conduct the maintenance, the type of maintenance and the maintenance intervals of a private stormwater facility before the facility is approved.
  - d. All stormwater facilities must be designed to minimize the need for maintenance, to provide easy vehicle and personnel access for maintenance purposes, and be structurally sound. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the facilities for inspection or maintenance.
  - e. The city shall have the right to request and review inspection and maintenance records and shall have the right to perform an inspection of stormwater facilities at any time if the city has probable cause to believe that the facilities are not being properly maintained or



inspected. A charge based on current wages will be assessed to the owner for any inspections or maintenance that needs to be performed.

(g) *Fees.* Fees associated with this section shall be set by a duly adopted resolution by City Council

(h) *Inspections and enforcement.*

- (1) *City inspections and enforcement.* The city may conduct inspections on a regular basis to monitor erosion and sediment control practices. In all cases the inspectors will attempt to work with the builder or developer to maintain proper erosion and sediment control at all sites. A charge based on current wages will be assessed for any inspections that are necessary. In cases where cooperation is withheld, construction stop work orders may be issued by the city until erosion and sediment control measures meet the requirements of this ordinance.
- (2) *Construction stop order.* The city may issue construction stop orders until stormwater management measures meet specifications. A second stormwater management inspection must then be scheduled and passed before the final inspection will be done.
- (3) *Perimeter breach.* If stormwater management measures malfunction and breach the perimeter of the site, enter streets, other public areas, or water bodies, the applicant shall immediately notify the city and initiate corrective measures within 48 hours. If in the discretion of the city, the applicant does not repair the damage caused by the stormwater runoff, the city can do the remedial work required and charge the cost to the applicant.
- (4) *Actions to ensure compliance.* The city can take the following action in the event of a failure by applicant to meet the terms of this section:
  - a. Withhold inspections or issuance of final certificates or approvals.
  - b. Revoke any applicable permit issued by the city to the applicant.
  - c. Conduct remedial or corrective action on the development site or adjacent site affected by the failure.
  - d. Charge applicant for all costs associated with correcting the failure or mitigating damage from the failure. If payment is not made within 30 days, payment will be made from the applicant's financial securities.
  - e. Bring other actions against the applicant to recover costs of remediation or meeting the terms of this section, which are not covered by financial securities.
  - f. Any person, firm or corporation failing to comply with or violating any of these regulations, shall be deemed guilty of a misdemeanor and be subject to a fine of \$1,000.00 or imprisonment of 90 days or both. Each day that a separate violation exists shall constitute a separate offense.
- (5) *Financial securities.* The applicant shall provide security for the performance of the work described and delineated on the approved stormwater pollution prevention plan and related remedial work in an amount listed on the Departmental Fee Schedule for each parcel of disturbed property. This amount shall apply to the maximum acreage of soil that will be simultaneously exposed during the project's construction. The form of the securities shall be one or a combination of the following to be determined by the city:
  - a. Cash deposit.
  - b. Securing deposit. Deposit, either with the city, a responsible escrow agent, or trust company, at the option of the city:
    - i. An irrevocable letter of credit or negotiable bonds of the kind approved for securing deposits of public money or other instruments of credit from one or more financial institutions, subject to regulation by the state and federal government wherein said financial institution pledges funds are on deposit and

guaranteed for payment. The security deposit shall have an expiration date of not less than one year after approval of the storm water permit.

This security shall save the city free and harmless from all suits or claims for damages resulting from the negligent grading, removal, placement or storage of rock, sand, gravel, soil or other like material within the city.

- ii. Blanket financial security deposit (for licensed contractors for multiple residential permits within a construction season.) Licensed contractors working within the city can provide a cash deposit or letter of credit, dated one year from the first application, to cover a permit. Upon completion of a parcel permit the contractor can transfer the letter of credit to another parcel permit. The contractor must notify the city of each new construction area by remitting an application. This financial security deposit will be held by the city until parcel work sites are substantially complete.
- (6) *Maintaining the financial security.* If at any time during the course of the work this amount falls below 50 percent of the required deposit or the dated letter of credit expires, the developer shall make another deposit in the amount necessary to restore the cash deposit or letter of credit to the required amount. If the developer does not bring the financial security back up to the required amount within seven days after notification by the city that the amount has fallen below 50 percent of the required amount the city may:
- a. Withhold inspections. Withhold the scheduling of inspections and/or the issuance of a certificate of occupancy.
  - b. Revocation of permits. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.
- (7) *Proportional reduction of the financial security.* When more than one-third of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security by one-third. When more than two-thirds of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security to two-thirds of the initial amount. This reduction in financial security will be determined by the city staff.
- (8) *Action against the financial security.* The city may access financial security for remediation actions if any of the conditions listed below exist. The city shall use the security to finance remedial work undertaken by the city, or a private contractor under contract to the city, and to reimburse the city for all direct cost incurred in the process of remedial work including, but not limited to, staff time and attorney's fees.
- a. Abandonment. The developer ceases land disturbing activities and/or filling and abandons the work site prior to completion of the grading plan.
  - b. Failure to implement SWPPP. The developer fails to conform to the grading plan and/or the SWPPP as approved by the city.
  - c. Failure to perform. The techniques utilized under the SWPPP fail within one year of installation.
  - d. Failure to reimburse city. The developer fails to reimburse the city for corrective action taken.
- (9) *Emergency action.* If circumstances exist such that noncompliance with this section poses an immediate danger to the public health, safety and welfare, as determined by the city, the city may take emergency preventative action. The city shall also take every reasonable action possible to contact and direct the applicant to take any necessary action. Any cost to the city may be recovered from the applicant's financial security.
- (10) *Returning the financial security.* The security deposited for faithful performance of the SWPPP and any related remedial work shall be released after the completion of the installation of all

stormwater pollution control measures as shown on the grading and/or the SWPPP and approval/acceptance of city staff.

(11) *Notification of failure of the SWPPP.* The city may notify the permit holder of the failure of the SWPPP's measures.

- a. Initial contact. The initial contact will be to the party or parties listed on the application and/or the SWPPP as contacts. Except during an emergency action, forty-eight (48) hours after notification by the city of the failure of erosion control measures, or non-compliance of the permit, the city at its discretion, may begin corrective work. Such notification should be in writing, but if it is verbal, a written notification should follow as quickly as practical. If after making a good faith effort to notify the responsible party or parties, the city has been unable to establish contact, the city may proceed with corrective work. There are conditions when time is of the essence in controlling erosion. During such a condition the city may take immediate action, and then notify the applicant as soon as possible.
- b. Erosion off-site. If erosion breaches the perimeter of the site, the applicant shall immediately develop a cleanup and restoration plan, obtain the right-of-entry from the adjoining property owner, and implement the cleanup and restoration plan within 48 hours of obtaining the adjoining property owner's permission. In no case, unless written approval is received from the city, may more than seven calendar days go by without corrective action being taken. If in the discretion of the city, the permit holder does not repair the damage caused by the erosion, the city may do the remedial work required. When restoration to wetlands and other resources are required, the applicant should be required to work with the appropriate agency to ensure that the work is done properly.
- c. Erosion into streets, wetlands or water bodies. If eroded soils (including tracked soils from construction activities) enter or appear likely to enter streets, wetlands, or other water bodies, cleanup and repair shall be immediate. The applicant shall provide all traffic control and flagging required to protect the traveling public during the cleanup operations.
- d. Failure to do corrective work. When an applicant fails to conform to any provision of this policy within the time stipulated, the city may take the following actions.
  - i. Issue a stop work order, withhold the scheduling of inspections, and/or the issuance of a certificate of occupancy.
  - ii. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.
  - iii. Correct the deficiency or hire a contractor to correct the deficiency. The issuance of a permit constitutes a right-of-entry for the city or its contractor to enter upon the construction site for the purpose of correcting deficiencies in erosion control.
  - iv. Require reimbursement to the city for all costs incurred in correcting stormwater pollution control deficiencies. If payment is not made within 30 days after costs are incurred by the city, payment will be made from the applicant's financial securities as described in subsection (8) above.
  - v. If there is an insufficient financial amount in the applicant's financial securities as described in subsection (8) above then the city may assess the remaining amount against the property. As a condition of the permit, the owner shall waive notice of any assessment hearing to be conducted by the city, concur that the benefit to the property exceeds the amount of the proposed assessment, and waive all rights by virtue of Minnesota Statute 429.081 to challenge the amount or validity of assessment.

(12) *Enforcement.*

- a. Penalties. Any person, firm, or corporation failing to comply with or violating any of these regulations, may be deemed guilty of a misdemeanor and be subject to a \$1,000.00 fine or 90 days imprisonment or both. All land use and building permits must be suspended until the applicant has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.

(13)*Abrogation and greater restrictions.* It is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section imposes greater restrictions, the provisions of this section shall prevail. All other ordinances inconsistent with this section are hereby repealed to the extent of the inconsistency only.

In the event that there is a governing entity that has a more restrictive requirement, the more stringent requirement is required.

**Cross reference**— Storm water utility, § 70-201 et seq.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0295      **Version:** 1      **Name:** Stormwater Credit Policy  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/1/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider amending and updating the Stormwater Utility Best Management Practices Credit Policy  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Final GR storm water credits policy 050817](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider amending and updating the Stormwater Utility Best Management Practices Credit Policy

### **Background Information:**

City staff recently reviewed the City's stormwater ordinances, fees and policies. Based on this review, several changes are recommended to the stormwater utility credit policy. These changes are necessary to allow the policy to be less subjective and be based on actual treated acres of runoff. The policy will now be separated into two categories for credit: Quality and Quantity. This provides cumulative credit for both categories, with the maximum credit allowed of 75%.

### **Staff Recommendation:**

City staff is recommending amending and updating the Stormwater Utility Best Management Practices Credit Policy

### **Requested City Council Action**

Make a motion amending and updating the Stormwater Utility Best Management Practices Credit Policy

**Grand Rapids, MN**  
**Stormwater Utility**  
**Best Management Practices Credit**  
**Policy**  
**(As per Section 70-203(b) of Ordinance No. 04-08-10)**

**Background**

On August 9, 2004 the Grand Rapids City Council approved a Stormwater Utility Ordinance No. 04-08-10 (Ordinance Chapter 24, section 1.0 through 1.6) to finance the City's Stormwater Management Program. In addition, the Utility will be utilized to finance compliance with the City's National Pollution Discharge Elimination System Phase II (NPDES Phase II) Stormwater Pollution Prevention Plan (SWPPP) for the City's Municipal Separate Storm Sewer Systems (MS4) as outlined in the City's Stormwater Permit when required by the Minnesota Pollution Control Agency (MPCA). The Utility provides for credits for the use of Stormwater Best Management Practices (BMPs) such as stormwater ponds, green space, undeveloped land, etc. The amount of the credit will be determined by the City Engineer and approved by the City Council. A property owner may appeal to the City Council regarding a determination of the credit once per calendar year. If the credit is approved, the credit will be applied within 90 days of approval. No retroactive credits will be approved or applied to billings.

Per section 70-203(b) Credits of the Stormwater Utility Ordinance:

The Council may adopt policies, by resolution, for adjustment of the Stormwater Utility fees.

Information to justify a fee adjustment must be supplied by the property owner. Such adjustments of fees shall not be retroactive. Credits will be reviewed regularly by a staff committee.

**Commercial, Industrial, Institutional, Multi-family**

A credit may be granted to a Commercial, Industrial, Institutional or Commercial Multi-family (apartments/condo) parcel that can demonstrate a reduction of the amount of stormwater leaving the parcel via the use of an approved Stormwater Best Management Practice (BMP). Credits can be combined to account for a total reduction of up to 75% of the Stormwater Utility Fee.

Documentation must be provided to the City for evaluation of the claim. **Please provide the necessary drawings and calculations to support the claim as listed on the application. It is the applicant's responsibility to prove the claim. It may be required that a licensed professional engineer prepare the documentation.**

**Stormwater Quality Credits**

The Grand Rapids Stormwater Quality Credits program offers businesses a credit of up to 50% of monthly stormwater utility charges. Business owners can apply for a credit if they are using stormwater quality management tools/practices (BMP's).

Common stormwater quality management tools (BMP's) included:

- |                       |                                  |                       |
|-----------------------|----------------------------------|-----------------------|
| • Wet ponds           | Manufactured underground filters | Rain gardens          |
| • Dry ponds           | Vegetated swales                 | Infiltration trenches |
| • Underground storage | Sand filters                     | Pervious pavers       |
| • Wet or dry swales   | Filter strips                    |                       |
| • Green roof          | Dry wells                        |                       |

To determine the amount of the Quality Credit, applicant shall calculate the following:

- total amount of impervious area on the property
- total amount of impervious area treated by the Quality BMP(s)
- divide the total amount of treated area by the total amount on the property
- since the maximum credit for this section is 50%, divide the percentage of treated impervious area by 2 to calculate the percent reduction in monthly stormwater fees
- Example:

Total amount of impervious area = 1,747 sf

Total amount of impervious area treated by BMP(s) = 1,024 sf

Percentage of treated impervious areas = 1,024 sf / 1,747 sf = 0.5861 (58.6%)

Divide percentage by two = 58.6% / 2 = **29.3% reduction in stormwater fees for quality**

### **Stormwater Quantity Credits**

The Grand Rapids Stormwater Quantity Credits program offers businesses a credit of up to 50% of monthly stormwater utility charges. Only those properties that can demonstrate the capacity to handle a 10-year or 100-year rain event can receive a stormwater quantity credit. To apply for a stormwater quantity credit, property owners must have their applications certified by a state licensed engineer or landscape engineer.

Property Owners can apply for either the “Standard Quantity Reduction Credit” or the “Additional Quantity Reduction Credit”.

- **Standard Quantity Reduction Credit.** The Standard Quantity Reduction Credit is a 25% credit on a property's stormwater fee. The “Standard Quantity” credit is based on a property's stormwater quantity management tools/practices being able to retain the *10-year, 24-hour type II SCS* storm event. To qualify for this credit, the property owner must demonstrate that stormwater from the property is controlled with an on-site constructed stormwater quantity management tool/practice (BMP).
- **Additional Quantity Reduction Credit.** The Additional Quantity Reduction Credit is a 25% credit on a property's stormwater fee. The “Additional Quantity” credit is based on a property's stormwater quantity management tools/practices being able to retain the *100-year, 24-hour type II SCS* storm event. To qualify for this credit, the property owner must demonstrate that stormwater from the property is controlled with an on-site constructed stormwater quantity management tool/practice (BMP).

To determine the amount of the Quantity Credit, applicant shall calculate the following:

- type of quantity reduction credit requested (25% or 50%)
- total amount of impervious area on the property
- total amount of impervious area treated by the Quantity BMP(s)
- divide the total amount of treated area by the total amount on the property
- multiply the quantity reduction credit requested by the percentage of treated impervious to determine the adjusted quantity credit amount
- Example:

Type of quantity reduction credit = 0.50 (50%)

Total amount of impervious area = 1,747 sf

Total amount of impervious area treated by BMP(s) = 1,525 sf

Percentage of treated impervious areas = 1,525 sf / 1,747 sf = 0.8729

Multiply quantity credit by percent treated = 0.50 x 0.8729 = 0.4365 = **43.7% reduction in stormwater fees for quantity**

## Land Use Credits

### **A. Vacant Land Credit**

Vacant land meeting the following criteria is to be **excluded** from the area used to calculate the monthly charge.

The property must not be developed in any way, or have been developed in the past ten (10) years. The property must reflect land in an “undisturbed, natural state” with non-impacted soils (i.e., the soils are not compacted).

1. The vacant land must represent at least 50% of the total parcel or be 1 acre or more in size.
2. Vacant land does not include “green space” as outlined below

### **B. Green Space Credit**

Green space areas meeting the following criteria can be **excluded** from the area used to calculate the monthly charge.

1. Green spaces shall be contiguous pervious vegetated areas incorporated into the developed parcel.
2. The space shall not have more than 25% impacted, compacted soils.
3. Green space must be 20 feet or more away from the nearest impervious surface or structure.
4. The green space must be a minimum of 0.5 acre in size and not less than 25% of the total parcel.
5. Grassed parking areas that are utilized more than 15 days per year are excluded from the green space credit, as these are impacted, compacted soils.

NO CREDIT(S) will be granted for a BMP that has been (or is planned to) be turned over to the city for future maintenance. This includes BMPs required under the City’s Stormwater and/or Erosion Control Ordinances if applicable.



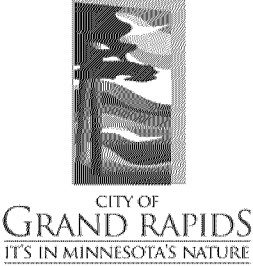
## **MPCA Industrial Permit Credits and Charges:**

If an Industry has their own Industrial Stormwater Permit for all or a portion of their property, the Industry and the City should enter into an agreement stating which portions of property should receive a credit from the stormwater utility. This credit should amount to no more than the maximum of 75% of the stormwater utility fee.

### **Authority**

Administrative implementation of this policy was reviewed by the Grand Rapids City Council on November 22, 2004.

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# City of Grand Rapids, MN. Stormwater Utility Application for Stormwater Credits

Submit Application to:

This application must be completed and signed before it will be processed. When completed, send this application and all necessary attachments to:

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

If you have questions, please call: Steve Anderson, Stormwater Specialist, 218.326.7627

## I. Contact Information

Property Owner: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel I.D. # \_\_\_\_\_

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

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

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

## II. Water Quality Credit

### Step 1 – Calculate impervious area on property

<b>Impervious Areas</b>	<b>Square Feet</b>
Square feet of building(s)	
Square feet sidewalk/patio	
Square feet of parking/driveway	
Square feet other	
<b>Total square feet of impervious area</b>	

### Step 2 – Calculate impervious area treated by Quality BMP(s) and indicate what stormwater tool/practice is being utilized

<b>Impervious Areas</b>	<b>Square Feet</b>	<b>Stormwater BMPs</b>
Square feet of building(s)		
Square feet sidewalk/patio		
Square feet of parking/driveway		
Square feet other		
<b>Total square feet of impervious area</b>		

### Step 3 – Calculate the percentage of impervious area treated

$\frac{\text{Total areas draining to BMPs (from Step 2)}}{\text{Divided by total impervious area (from Step 1)}}$	$\text{Equals \% of impervious area treated for quality}$
---	---

### Step 4 – Calculate percentage reduction in property's stormwater utility fee

$\frac{\% \text{ of impervious area treated for quality (from Step 3)}}{\text{Divided by 2}}$	$\text{Equals \% reduction/credit in property's stormwater utility fee based on Quality Credit}$
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### III. Water Quantity Credit

Indicate the type of credit for which you are applying (check all that apply).

- 25% Standard Quantity Reduction Credit (can handle a 10-year rain event on property)
- 25% Additional Quantity Reduction Credit (can handle a 100-year rain event on property)

**Step 1 – Determine type of Quantity Reduction Credit requested (25% or 50%):** \_\_\_\_\_

**Step 2 – Calculate impervious area on property (Same as Step 1, from Section II):** \_\_\_\_\_

**Step 3 – Calculate impervious area treated by Quantity BMP(s) and indicate what stormwater tool/practice is being utilized**

Impervious Areas	Square Feet	Stormwater BMPs
Square feet of building(s)		
Square feet sidewalk/patio		
Square feet of parking/driveway		
Square feet other _____		
<b>Total square feet of impervious area</b>		

**Step 4 – Calculate the percentage of impervious area treated**

_____ Total areas draining to BMPs (from Step 3)	_____ Divided by total impervious area (from Step 2)	_____ Equals % of impervious area treated for quantity
--	--	--

**Step 5 – Calculate percentage reduction in property’s stormwater utility fee**

_____ Type of Quantity Credit (from Step 1)	_____ Multiplied by % of impervious area treated for quantity (from Step 4)	_____ <b>Equals % reduction/credit in            property’s stormwater utility fee            based on Quantity Credit</b>
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**Professional Certification**

To apply for a stormwater quantity credit, this application must be certified by a state licensed engineer or landscape architect. Only those properties that can demonstrate the capacity to handle a 10-year or 100-year rain event can receive stormwater quantity credit. The application will not be processed if this section is not signed and dated.

*“By signing this application I certify that the “as-built plans” are an accurate representation of the subject stormwater facility or control and that the required calculations have been performed in compliance with the City of Grand Rapids requirements”*

Name:	
Company:	
Telephone:	
Check One:	<input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect
Registration Number:	
Signature:	
Date:	

**IV. Land Use Credits**

**Vacant Land Credit**

Step 1 – Calculate area of property (acres) \_\_\_\_\_

Step 2 – Calculate area of vacant land (acres) \_\_\_\_\_

Step 3 – Calculate the percentage of vacant land (Step 2 divided by Step 1) \_\_\_\_\_  
(Must be at least 50% of total parcel or 1 acre in size)

**Green Space Credit**

Step 1 – Calculate area of property (acres) \_\_\_\_\_

Step 2 – Calculate area of green space (acres) \_\_\_\_\_  
(Must be at least 0.5 acres in size)

Step 3 – Calculate the percentage of green space (Step 2 divided by Step 1) \_\_\_\_\_  
(Must be at least 25% of total parcel)

## Materials required to complete Application

Check when attached	Materials required for application to be processed
	Completed and Signed Application
	Site map including the following: <ul style="list-style-type: none"> <li>• Aerial photograph</li> <li>• Boundary of property</li> <li>• Drainage areas</li> <li>• Impervious areas including all buildings and structures</li> <li>• CAD drawings of site (if available)</li> <li>• Detail of all permanent stormwater devices (BMP's)</li> </ul>
	<b>Additional items for Quantity Application</b> <ul style="list-style-type: none"> <li>• Details of all permanent BMP's</li> <li>• 10 or 100 year rainfall calculations</li> <li>• Storage volume of facility</li> <li>• All associated storm drain infrastructure</li> <li>• Signed professional certification</li> </ul>
	<b>Additional items for Vacant Land and Green Space</b> <ul style="list-style-type: none"> <li>• Boundary and areas of vacant land and/or green space</li> </ul>
	Maintenance Plan / Schedule for all storm sewer infrastructure and BMP's

## V. Total Credits Applied For

Type of Credit	Percentage credit applied for	<i>Example</i>
Quality Credit (from Step 4 of Section II)		29.3%
Quantity Credit (from Step 5 of Section III)		43.7%
<b>Total Credit Applied For (max of 75%)</b>		<b>73.0%</b>

Type of Credit	Acreage credit applied for
Vacant Land Credit (from Step 3 of Section IV)	
Green Space Credit (from Step 3 of Section IV)	
<b>Total Credit Applied For</b>	

## VI. Ratepayer Certification

This section shows that as the owner or representative to the owner, you give the City permission to enter this property for the sole purpose of conducting a site inspection of the stormwater management facilities/methods on this property. The application will not be processed if this section is not signed and dated by the property owner or their designee.

*“By signing this application I certify that I am the owner or authorized representative of the owner and have read this application and understand the terms and conditions of the credit program. I certify that this application and additional materials accurately describe stormwater management and disposal on the property identified on this application. I grant the City permission to enter this property for the sole purpose of conducting a site inspection of the stormwater management and disposal facilities on this property.”*

Signature	Print Name	Date
-----------	------------	------



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0296      **Version:** 1      **Name:** Radotich Change Order  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/2/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017

**Title:** Consider approving a change order on the dehumidification project at the IRA Civic Center.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Radotich - Change order 1.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider approving a change order on the dehumidification project at the IRA Civic Center.

**Background Information:**

Radotich, Inc. was able to use the existing concrete slab to place the new demudification unit, so they have issued a change order with a credit of \$1,100.00. A copy of the change order is attached for your review.

**Staff Recommendation:**

City staff recommends approving a change order on the dehumidification project at the IRA Civic Center.

**Requested City Council Action**

Make a motion approving a change order on the dehumidification project at the IRA Civic Center.



**CHANGE  
ORDER**  
AIA DOCUMENT G701

Distribution to:  
OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
FIELD \_\_\_\_\_  
OTHER \_\_\_\_\_

PROJECT:  
IRA Civic Center HVAC  
Grand Rapids, MN

CHANGE ORDER NUMBER: One (1)

TO (Contractor):  
Radotich, Inc.  
505 West 37<sup>th</sup> Street  
Hibbing, MN 55746

INITIATION DATE: April 24, 2017

ARCHITECT'S PROJECT NO: 013-17  
CONTRACT FOR: IRA Civic Center HVAC

CONTRACT DATE: March 15, 2017

You are directed to make the following changes in this Contract:

Credit for the Concrete Slab work.

Not valid until signed by both the Owner and Architect.  
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was.....	\$	155,546.00
Net change by previously authorized Change Orders.....	\$	-0-
The Contract Sum prior to this Change Order was.....	\$	155,546.00
The Contract Sum will be decreased by this Change Order.....	\$	1,100.00
The new Contract Sum including this Change Order will be.....	\$	154,446.00

The Contract Time will be unchanged.

The Date of Substantial Completion as of the date of this Change Order therefore is date of original commencement.

Authorized:

ARCHITECT  
The Design Group, Inc.  
Address:  
1711 East 13<sup>th</sup> Street  
Hibbing, MN 55746

CONTRACTOR  
Radotich, Inc.  
Address:  
505 West 37<sup>th</sup> Street  
Hibbing, MN 55746

OWNER  
City of Grand Rapids  
Address:  
420 North Pokegama Avenue  
Grand Rapids, MN 55744



By Otto W. Maki



By Ronald Radotich

By \_\_\_\_\_

DATE: 5-1-2017

DATE 5-1-2017

DATE



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0298      **Version:** 1      **Name:** County Wide Ban on E-Cigs  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/2/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017

**Title:** Consider a resolution of Support for a County Ordinance Regulating the Use of Electronic Delivery Devices in Indoor Public Places and Indoor Places of Employment.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [5-8-27 Resolution Supporting Countywide Regulations.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider a resolution of Support for a County Ordinance Regulating the Use of Electronic Delivery Devices in Indoor Public Places and Indoor Places of Employment.

**Background Information:**

The City Council has been approached by Itasca County Health and Human Services requesting that the City consider banning the use of electronic delivery devices (e-cigarettes). After several work session discussions, the city council directed staff to develop a resolution supporting a County Ordinance Regulating the Use of Electronic Delivery Devices in Indoor Public Places and Indoor Places of Employment. The proposed resolution is attached for reference and consideration.

**Staff Recommendation:**

City staff is recommending a resolution of Support for a County Ordinance Regulating the Use of Electronic Delivery Devices in Indoor Public Places and Indoor Places of Employment.

**Requested City Council Action**

Make a motion approving a resolution of Support for a County Ordinance Regulating the Use of Electronic Delivery Devices in Indoor Public Places and Indoor Places of Employment.

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

## **RESOLUTION NO. 1\_ -\_\_**

### **Resolution of Support for a County Ordinance Regulating the Use of Electronic Delivery Devices in Indoor Public Places and Indoor Places of Employment**

**WHEREAS**, electronic delivery devices, more commonly referred to as electronic cigarettes or e-cigarettes, are battery-powered, often designed to resemble cigarettes, cigars, or pipes, and are used to deliver nicotine or other substances in the form of an inhaled aerosol; and

**WHEREAS**, the use of electronic delivery devices is not fully covered under the “smoking” definition in the Minnesota Clean Indoor Air Act. As a consequence, their use in most public places and places of employment, such as bars and restaurants, is not prohibited by state law; and

**WHEREAS**, the use of electronic delivery devices in public places may help renormalize smoking and increase the appeal of electronic delivery devices and conventional tobacco products; and

**WHEREAS**, according to the 2016 Minnesota Student Survey, the use of electronic delivery devices has surpassed conventional cigarettes among Grand Rapids and Itasca County high school youth.

**WHEREAS**, to date, electronic delivery devices have not been approved by the FDA for cessation, and there is no evidence that exposure to secondhand emissions is safe. To the contrary, studies have shown the presence of heavy metals, formaldehyde, ultrafine particles and other carcinogens; and

**WHEREAS**, electronic delivery devices can be hard to distinguish from conventional cigarettes and other combustible tobacco products, complicating the enforcement of existing smoke and tobacco-free laws; and

**WHEREAS**, electronic delivery devices can be a delivery system for methamphetamine, marijuana, cocaine, synthetics, and other control substances. With little to no noticeable odor, detecting illicit use is difficult; and

**WHEREAS**, the only way to completely protect the public from the health threats from exposure to electronic delivery devices is to prohibit their use in indoor public spaces and places of employment; and

**WHEREAS**, 79 percent of Minnesotans support prohibiting the use of electronic delivery devices where conventional smoking is prohibited; and

**WHEREAS**, over 30 Minnesota cities (including Duluth and Ely) and counties (including St. Louis) have prohibited the use of electronic delivery devices in any location where conventional smoking is prohibited by state law. Many businesses and other private entities have also limited the use of electronic delivery devices on their property; and

**WHEREAS**, the Minnesota Clean Indoor Air Act includes an exception that permits the lighting of tobacco in a tobacco products shop by a customer or potential customer for the specific purpose of sampling tobacco products; and

**WHEREAS**, to provide for the public health of all Itasca County citizens, countywide regulations are preferable.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Grand Rapids hereby asks the Itasca County Board of Commissioners to consider the prohibition of electronic delivery devices in the identical manner that “Smoking”, as defined in the Minnesota Clean Indoor Air Act, is regulated within said Act.

Adopted this \_\_ day of \_\_\_\_\_ 201\_.

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

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0300      **Version:** 1      **Name:** Change Order 2 & 3 on MUP with Champion Iron  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/2/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider the approval of Change Order 2 and 3 with Champion Iron related to the Multi-Use Pavilion.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [5-8-17 MUP CO 2.pdf](#)  
[5-8-17 MUP CO 3.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider the approval of Change Order 2 and 3 with Champion Iron related to the Multi-Use Pavilion.

### **Background Information:**

Attached are Change Order 2 & 3 which are for the modifications to the fire alarm panel, concrete stairs to the upper west parking lot, and the placement of retaining wall block on the north end of the facility. The total cost for both change orders is \$18,321.45.

### **Staff Recommendation:**

City staff is recommending the approval of Change Order 2 & 3 with Champion Iron related to the Multi-Use Pavilion.

### **Requested City Council Action**

Make a motion approving Change Order 2 & 3 with Champion Iron related to the Multi-Use Pavilion.

**CHANGE ORDER**

OWNER \_\_\_\_\_  
 ARCHITECT \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 FIELD \_\_\_\_\_  
 OTHER \_\_\_\_\_



PROJECT: Grand Rapids Pavilion  
 (name & address) Grand Rapids, Minnesota

CHANGE ORDER NUMBER: TWO (2)

DATE: April 19, 2017

TO CONTRACTOR: Champion Iron, LLC  
 (name & address) 5586 Highway 73  
 P. O. Box 379  
 Floodwood, MN 55736

ARCHITECT'S PROJECT NUMBER: 016071.10

CONTRACT DATE: September 22, 2016

CONTRACT FOR: Complete Construction

The Contract is changed as follows:  
 (include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- |   |                |             |
|---|----------------|-------------|
| 1. Upgrade to and programming of the existing fire alarm panel for the pavilion sprinkler system. | <b>ADD:</b>    | \$1,240.05  |
| 2. Construct a concrete stair from the west side of the pavilion to the upper north parking lot.  | <b>DEDUCT:</b> | \$14,193.90 |



**TOTAL NET ADD THIS CHANGE ORDER: \$15,433.95**

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

The original (Contract Sum)(Guaranteed-Maximum-Price) was ..... \$ 759,879.00  
 Net change by previously authorized Change Orders ..... \$ 56,761.55  
 The (Contract Sum)(Guaranteed-Maximum-Price) prior to this Change Order was ..... \$ 816,640.55  
 The (Contract Sum)(Guaranteed-Maximum-Price) will be (increased)(decreased)  
 (unchanged) by this Change Order in the amount of ..... \$ 15,433.95  
 The new (Contract Sum)(Guaranteed-Maximum-Price) including this Change Order will be.. \$ 832,074.50  
 The Contract Time will be (increased)(decreased)(unchanged) by ( 00 )days  
 The date of Substantial Completion as of the date of this Change Order therefore is June 15, 2017

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

<u>DSGW Architects, Inc.</u> ARCHITECT (Firm name)	<u>Champion Iron, LLC</u> CONTRACTOR (Firm name)	<u>City of Grand Rapids</u> OWNER (Firm name)
<u>417 2<sup>nd</sup> Street South, P. O. Box 1065</u> ADDRESS	<u>5586 Highway 73, P. O. Box 379</u> ADDRESS	<u>420 N. Pokegama Avenue</u> ADDRESS
<u>Virginia, MN 55792</u>	<u>Floodwood, MN 55736</u>	<u>Grand Rapids, MN 55744</u>

BY  (Signature)	BY  (Signature)	BY _____ (Signature)
<u>Erik C. Wedge, Principal</u> (Printed or Typed name)	<u>Michael Clark</u> (Printed or Typed name)	_____ (Printed or Typed name)
DATE <u>April 19, 2017</u>	DATE <u>4-20-17</u>	DATE _____





5536 HWY 73 • PO Box 379  
Floodwood, MN 55736  
Phone (218) 476-3660 • Fax (218) 476-3661

### Change Order Request

PROJECT: Grand Rapids Pavilion DATE: 3/31/2017

PROJECT OWNER: City of Grand Rapids

AGREEMENT NUMBER: 16071.00

DESCRIPTION:

Trip Charge	\$75.00
Specialist work time	\$608.00
tri-d intel interface	\$498.00
General Contractor Mark Up	\$59.05

\$1,240.05

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Owner or approved representative)

ACCEPTED BY: Kent Pulling DATE: 3/31/2017  
(Champion Iron)



# SIEMENS

# Invoice

Customer No:  
A00181400001120

Contract No:

Product Code:

Invoice No:  
544435775

Date:  
02/09/2017

Order Code No:  
3001308098

Ship Date:  
02/09/2017

Unit Price No:

Customer No:  
30118215

Page 1 of 2

<b>Bill To:</b>	<b>Sold To:</b>	<b>Ship To:</b>
POKEGAMA ELECTRIC INC 19432 US HIGHWAY 180 GRAND RAPIDS MN 55744	POKEGAMA ELECTRIC INC 19432 US HIGHWAY 180 GRAND RAPIDS MN 55744	CITY OF GRAND RAPIDS IRA CIVIC CENTER 420 POKEGAMA AVE N GRAND RAPIDS MN 55744

*PAVILLION*

<b>Remit check payments to:</b>	<b>Remit Incoming Wires To:</b>	<b>Remit Incoming ACH's To:</b>
SIEMENS INDUSTRY, INC. C/O Citibank (Bldg Tech) PO Box 2134 Carol Stream IL 60132-2134	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 SWIFT Code: CITIUS33 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 544435775 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 544435775 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com

<b>Delivery#:</b>	<b>Ship Date:</b>
INCO Terms: Prepaid and Add PLANT	Carrier/Route: Best Way

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	Service Order Number: 5003028325				
200	A7F55000061 Trip Charge ECCN: EAR99 Customer PO Item #: 000200	PC	1	75.00	75.00
300	A7F55000007 Specialist - Work Normal time ECCN: EAR99 Customer PO Item #: 000300	HR	4	152.00	608.00
400	600-896226 / BPZ:500-896226 TRND INTEL INTERFACE (DUAL) HTS: 8531907500 ECCN: EAR99 Country Of Origin: CN Customer PO Item #: 000400	PC	1	498.00	498.00
	<b>Notes:</b> <b>Issue:</b> T&M-Add Modules Site Location: 1101 NW Ord Ave, Grand Rapids, MN 55744 <b>Resolution:</b> Delivery Mode:ONSITE  installed and programmed into the fire panel 2 trnd for the new dry system for the new pavilion. tested water flow the tamper and low air pressure with the sprinkler contractor. all test ok. system				

Work Report

Requested By DWIGHT -	Phone 218-328-8290	Date Received 02/07/2017	Report Work Dates 02/09/2017	Contract No.	Order Number 5003028325-0001
Customer No: 30118215 Customer Name: POKEGAMA ELECTRIC INC FL No: 4433-55744-00005 FL Name: IRA CIVIC CENTER FL Address: 420 POKEGAMA AVE. N. GRAND RAPIDS MN 55744		Bill To POKEGAMA ELECTRIC INC 19432 HIGHWAY 169 GRAND RAPIDS MN 55744		Call Type: NAM Field Service Equipment ID: 60131752 Customer PO: Order Type: CS.Order Billed to Cust. - Call Handling	
<b>Instructions / Problem Description</b> T&M-Add Modules 02/07/2017 11:21:27 E. Barnes (200315BF) Phone 1 847 216 1000 1000 Site Location: 1401 NW 3rd Ave, Grand Rapids, MN 55744					
<b>Work Description/ Customer Benefits/ Recommendations</b> Delivery Mode:ONSITE  Installed and programmed into the fire panel 2 tri-d for the new dry system for the new pavilion. tested water flow the tamper and low air pressure with the sprinkler contractor. all test ok. system normal on departure. System Restored Date :                      Time : 00:00:00					
<b>Material No.</b>	<b>Description Of Material Used</b>	<b>Billing Status</b>		<b>Qty</b>	
500-896226	TRI-D INTEL INTERFACE (DUAL)	BILLABLE*		2	
<b>Labor Date</b>	<b>Field Service Representative (Joshua Martin)</b>	<b>Billing Status</b>		<b>Hours</b>	
02/09/2017	WORK NORM TIME SPEC1	BILLABLE		2.00	
<b>Additional Items</b>		<b>Billing Status</b>			
Mileage					
Description					
<b>PCard Receipt</b>	<b>Item Description</b>	<b>Billing Status</b>			

# SIEMENS

# Invoice

Order PO No.  
3001338888

Order PO Date

Order PO No.

Invoice No.  
3001338888

Date  
02/09/2017

Sales Order No.  
3001338888

Sales Ord Date  
02/09/2017

Lock Box No.

Customer No.  
30116216

Page 2 of 2

normal on departure.					
Contact: Customer Service Siemens Industry, Inc. Minneapolis Sales Office 5939 Rice Creek Parkway Shoreview MN 55126 Phone: (651)631-8533 Fax: (651)604-1788					
	State Taxes				0.00
Total Wt:		0 KG	Currency: USD	Invoice Total:	1,181.00

Our preferred payment method is ACH/EFT funds transfer, followed by check submitted to our remit to address listed above. We can also accept credit card payment but ask you to set up ACH/EFT for repeat business. Our Dunn and Bradstreet # is 01-004-4850

Payment Terms: Net Due 30 Days

Net Due By: 03/11/2017

IT-144 items are controlled by the U.S. Government when shipped with ITSDM license (IT) and to be controlled as such by the country of ultimate destination for use by the ultimate consignee or end-user (as hereinafter defined). They may not be copied, retransmitted, or otherwise disseminated, or any other country or to any person other than the intended ultimate consignee or end-user(s), either in whole or in part, without the express approval of the U.S. Government. It is otherwise prohibited by U.S. law and regulations (including ITAR) and may be subject to financial or legal export controls (including ITAR) if ITSDM, may require exportation from a specific country or countries, or the destination.

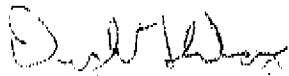
We hereby certify that these goods were produced in compliance with all the applicable restrictions with Section 7, 12(a) of the Export Administration Act, as amended, and regulations and orders of the United States Department of Commerce issued under Section 14, thereon.

For payment to Siemens, please mail to: Siemens, 5939 Rice Creek Parkway, Shoreview, MN 55126.

Work Report

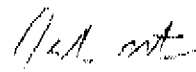
PCard Receipt Date	Item Description	Billing Status
Date		

Customer Signature / Date



02/09/2017 12:01:00

Employee Signature / Date



02/09/2017 12:01:00

Joshua Martin





5586 HWY 73 • PO Box 379  
Floodwood, MN 55736  
Phone (218) 476-3660 • Fax (218) 476-3661

### Change Order Request

PROJECT: Grand Rapids Pavilion DATE: 4/19/2017

PROJECT OWNER: City of Grand Rapids

AGREEMENT NUMBER: 16071.00

**DESCRIPTION:**

To provide; sitework, cast in place stairs with reinforcing and metal railing purchase and install per drawings provided by S.E.H. We are assuming the stair design meets all appropriate building codes. Stair dimensions - 7' wide with a 6" rise and a 14 3/4" tread.

We propose hereby to furnish material and labor for the sum of: **\$13,518.00**

General Contractor Mark Up **\$675.90**

\$13,518.00

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Owner or approved representative)

ACCEPTED BY:  DATE: 4/19/2017  
(Champion Iron)



40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296

### PROPOSAL

- Today's Date: 04-10-2017
- Proposal submitted to: Dale Anderson
- Project name: Multi Use Sports Pavilion
- Project Location: Grand Rapids, MN
- Description of work: Proposed Stairs
- Date of drawings: File No. GRANR 140263

**Total \$13,518.00**

To provide; sitework, cast in place stairs with reinforcing and metal railing purchase and install per drawings provided by SEH. We are assuming the stair design meets all appropriate building codes. Stair dimensions - 7' wide with a 6" rise and a 14 3/4" tread.

We propose hereby to furnish material and labor for the sum of:

Thirteen Thousand Five Hundred Eighteen 00/100 DOLLARS (Bid Total: \$ 13,518.00)

Signed and prepared by:

Project Manager/Estimator, Justin Hager

justinh@hammerlundconstruction.com

218-398-1663 Mobile, 218-326-1881 Office, 218-326-9296 Fax.

Hammerlund Construction Inc. UNION CONTRACTOR

40 County Road 63, Grand Rapids, MN 55744

Web site: <http://hammerlundconstruction.com>

**Addendums Acknowledged:** \_\_\_\_\_

Note: Proposal may be withdrawn if not accepted within 30 day

Acceptance of proposal: signed \_\_\_\_\_

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

\*Please see page 2 for conditions.

PAGE - 1



# CHANGE ORDER

OWNER \_\_\_\_\_  
 ARCHITECT \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 FIELD \_\_\_\_\_  
 OTHER \_\_\_\_\_



PROJECT: Grand Rapids Pavilion CHANGE ORDER NUMBER: THREE (3)  
 (name & address) Grand Rapids, Minnesota  
 DATE: April 26, 2017  
 TO CONTRACTOR: Champion Iron, LLC ARCHITECT'S PROJECT NUMBER: 016071.10  
 (name & address) 5586 Highway 73  
 P. O. Box 379 CONTRACT DATE: September 22, 2016  
 Floodwood, MN 55736 CONTRACT FOR: Complete Construction

The Contract is changed as follows:  
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Install owner supplied retaining wall blocks along the north end of the pavilion. **ADD:** 2,887.50

**TOTAL NET ADD THIS CHANGE ORDER: \$2,887.50**

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

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was . . . . . \$ 759,879.00  
 Net change by previously authorized Change Orders . . . . . \$ 72,195.50  
 The (Contract Sum)(~~Guaranteed Maximum Price~~) prior to this Change Order was . . . . . \$ 872,074.50  
 The (Contract Sum)(~~Guaranteed Maximum Price~~) will be (increased)(~~decreased~~)  
 (unchanged) by this Change Order in the amount of . . . . . \$ 2,887.50  
 The new (Contract Sum)(~~Guaranteed Maximum Price~~) including this Change Order will be . . \$ 834,962.00  
 The Contract Time will be (increased)(~~decreased~~)(unchanged) by ( 00 ) days  
 The date of Substantial Completion as of the date of this Change Order therefore is June 15, 2017

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

DSGW Architects, Inc.  
 ARCHITECT (Firm name)

Champion Iron, LLC  
 CONTRACTOR (Firm name)

City of Grand Rapids  
 OWNER (Firm name)

417 2<sup>nd</sup> Street South, P. O. Box 1065  
 ADDRESS


5586 Highway 73, P. O. Box 379  
 ADDRESS

420 N. Pokegama Avenue  
 ADDRESS

Virginia, MN 55792

Floodwood, MN 55736

Grand Rapids, MN 55744

BY   
 (Signature)

BY \_\_\_\_\_  
 (Signature)

BY \_\_\_\_\_  
 (Signature)

Erik C. Wedge, Principal  
 (Typed name)

\_\_\_\_\_  
 (Printed or Typed name)

\_\_\_\_\_  
 (Printed or Typed name)

DATE April 19, 2017

DATE \_\_\_\_\_

DATE \_\_\_\_\_





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0303      **Version:** 1      **Name:** Police Sergeant Promotional Process.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/3/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider authorizing the Police Department to begin the Police Sergeant Promotional Process.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Job Description Police Sergeant.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider authorizing the Police Department to begin the Police Sergeant Promotional Process.

**Background Information:**

There has been a Police Sergeant vacancy since the retirement of Sergeant Brent Bradley on December 25, 2016. We typically have four Police Sergeants assigned to the Patrol Division, one leads each team. The fifth sergeant is assigned to the Investigation Division. With the retirement of Sergeant Bradley, one patrol team is without a sergeant. The Sergeant Job Description was updated and approved by Council in 2015. We recommend no changes to the job description at this time. Police Chief Scott Johnson and Assistant Police Chief Steve Schaar have created the following timeline for filling the vacancy:

- May 8      Council approval to begin promotional process
- May 9      Posting for the position
- May 9      Distribution of Reading List
- May 22      Closing date for cover letter and resume
- May 24      Interviews/Written Exam
- June 1      Results posted
- June 7      RCA placed on City Council Agenda to create an eligibility list and approve recommendation for promotion
- June 12      City Council considers approving promotion effective June 26
- June 26      Introduction to City Council
- June 26, 2018      Eligibility list expires

Weight of Each Component:  
    70% Oral Interview  
    30% Written Exam

**Staff Recommendation:**

City Administrator Tom Pagel and Human Resource Director Lynn DeGrio are recommending that the process of filling the Police Sergeant vacancy begins using the above timeline. We will come back to the City Council at a later date with a hiring recommendation for the vacant position.

**Requested City Council Action**

Make a motion authorizing City Staff to begin the process of filling the Police Sergeant vacancy.

## **City of Grand Rapids Job Description**

Job Title:           **Police Sergeant**  
Department:       Police  
FLSA Status:       Non-exempt  
Approved By:  
Approved Date:

### **Summary**

Supervises, assigns, reviews and participates in work of sworn and non-sworn staff responsible for providing patrol, traffic, investigations, crime prevention, records, animal control, community relations, training and related services and activities; acts as watch commander; ensures work quality and adherence to established policies and procedures; enforces laws and ordinances; participates in community based policing activities and programs; performs a variety of technical and administrative tasks in support of law enforcement services and activities; and performs related work as required. Work is performed under the general direction of the Assistant Chief of Police. Absent a higher ranking officer, the responsibility to assure shift operational efficiency shall be the primary responsibility of the Police Sergeant.

### **Essential Duties and Responsibilities**

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Plan, coordinate, prioritize, assign, supervise, review and participate in the work of sworn and non-sworn personnel on an assigned shift.
- Participate in administration of the department's budget, as well as grant allocations; submit recommendations; monitor expenditures; participate in other administrative functions as assigned.
- Function as team supervisor, assuming command at police incidents and providing assistance to subordinates as necessary.
- Monitor work activities to ensure compliance with established policies and procedures; participate in the development of policies and procedures; make recommendations for changes and improvements to existing policies and procedures.
- Conduct periodic equipment inspections, coordinating maintenance and repair of equipment and vehicles.

- Supervise records personnel, community service officers and other non-sworn personnel.
- Prepare and maintain shift schedules; schedule time off and leave requests.
- Act as liaison with other outside agencies and the public.
- Establish and maintain effective working relationships within the police department, city departments and other government and non-profit service agencies.
- Anticipate potentially libelous situations; reduce or eliminate civil exposure.
- Answer questions from the public concerning local and state laws, procedures and activities of the department; participate in community meetings, including oral presentations.
- Train and evaluate personnel; provide training, guidance and counseling to assigned personnel; complete employee performance evaluations and reviews as required on sworn and non-sworn personnel; promote career development of department members.
- Review, approve and provide direction regarding police investigation reports and forms.
- Participate in all normal shift activities, including enforcing laws, issuing citations, making arrests, investigating reported crimes, administering first-aid, keeping the peace and completing necessary forms and reports.
- Prepare regular and special reports as directed.
- Coordinate and supervise special programs and areas of responsibilities as assigned by the Assistant Chief of Police.
- Supervise and assist subordinates in criminal investigations.
- Coordinate the activities of sworn and non-sworn personnel in planning for and addressing emergencies.
- Supervise, schedule, assign, instruct and evaluate subordinates to ensure adherence to law and applicable department policies and procedures.
- Review the work performance of subordinates on a continuous basis, and conduct formal performance evaluations on assigned personnel.

- Accept, document and process citizen complaints regarding officers' conduct or department procedures in accordance with agency directions.
- Promote positive department relationships with the service community and participate in agency crime prevention and youth relations activities as required.
- Review reports and logs to keep abreast of police activities and make or recommend necessary changes in procedures and practices.
- Conduct periodic appearance and equipment inspection of assigned personnel in accordance with department directives.
- Build cohesive work teams.
- Make training and discipline recommendations on assigned personnel.
- Respond to police calls and/or emergencies as directed.
- Maintain individual police skills, including physical conditioning. Stay abreast of law enforcement developments and changes in related laws and ordinances.
- Keep the Assistant Chief advised of relevant developments and perform other duties as assigned.

### **Knowledge, Skills, Abilities and Competencies**

The requirements listed below are representative of the knowledge, skill, ability and competency sets required to complete the essential functions at a satisfactory level.

- Knowledge of and the ability to apply modern police methods and procedures, including patrol, crime prevention, traffic control and investigation.
- Knowledge of pertinent local, state and case laws, including laws and procedures governing the apprehension, arrest and custody of persons.
- Knowledge of rules of evidence pertaining to search, seizure and preservation of evidence.
- Knowledge of policies and techniques pertaining to the use of force.
- Knowledge of the use, operation and maintenance of police equipment, including police radios, vehicles, TASER and chemical irritants.
- Knowledge of and the ability to use computers and law enforcement records systems.

- Knowledge of and the ability to use methods and techniques in interviewing.
- Ability to effectively communicate in oral and written form.
- Knowledge and ability to effectively practice leadership, supervision, team building, career development, coaching, mentoring and performance evaluation.
- Ability to supervise, organize, schedule, evaluate, train and review work of sworn and non-sworn employees.
- Ability to gather, assemble, analyze, evaluate and use facts and evidence
- Ability to obtain information through observation, investigation, and interviewing of victims, complainants, witnesses and suspects.
- Competency in conducting and supervising a variety of criminal and special investigations.
- Ability to control violent people and affect arrests.
- Knowledge in the use and care of firearms, other police equipment and vehicles.
- Ability to exercise sound judgment and rational thinking under dangerous and stressful conditions.
- Ability to interpret, apply and make decisions in accordance with applicable local and State laws and regulations.
- Ability to interpret, explain and apply department policies and procedures.
- Ability to think clearly and act quickly in a variety of situations.
- Competency in performing the full range of law enforcement assignments.
- Ability to communicate clearly and concisely in both written and verbal form, including preparing clear and concise police reports and correspondence.
- Ability to engage tactfully and courteously with the public, other departments and law enforcement agencies.
- Competency in responding to requests from the public in a timely manner.
- Ability to work irregular hours, including weekends, evenings and holidays.
- Competency in achieving weapons qualifications for firearms and TASER.

### **Education/Experience**

In addition to meeting the minimum requirements for a Minnesota Peace Officer, a Grand Rapids Police Sergeant must:

- Have a minimum of five years full- time experience as a peace officer at time of appointment.
- Have a minimum of three years full-time experience as a Grand Rapids Police Officer at time of appointment.
- Possess a peace officer's license to practice law enforcement as issued by the Minnesota Board of Peace Officers Standards and Training.
- Minimally possess an Associates of Arts degree from an accredited college or university. A Bachelor's degree is preferred.
- Have a valid Minnesota Driver's License
- Maintain certification as an Emergency Medical Responder

### **Physical Demands**

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Essential functions may require maintaining physical condition necessary for sufficient mobility to work in a law enforcement setting; restrain or subdue individuals; walk, stand, sit or run for a prolonged period of time; occasionally stoop, bend, kneel, crouch, reach and twist; occasionally climb and balance, regularly push, pull, lift, and/or carry light to moderate weights; wear a police utility belt; operate law enforcement and general office equipment including computers; requires a sense of touch, finger dexterity and gripping with hands and fingers; ability to communicate verbally to exchange information; ability to operate a vehicle; ability to operate firearms, TASER, knives, impact weapons and handcuffs; see in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment; hear in the normal audio range with or without correction.

The above duties are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

*This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0305      **Version:** 1      **Name:** Consider a motion to enter into an Organizational Agreement for Bike Share program

**Type:** Agenda Item      **Status:** Passed

**File created:** 5/3/2017      **In control:** City Council

**On agenda:** 5/8/2017      **Final action:** 5/8/2017

**Title:** Consider entering into an Organizational Agreement for Bike Share program

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider entering into an Organizational Agreement for Bike Share program

**Background Information:**

Get Fit Itasca, The City of Grand Rapids, Itasca County Family YMCA and the Itasca Resource Center and the Grand Rapids Rotary Club are collaborating on a Bike Share program to meet the community’s need for basic, affordable transportation while promoting both environmental and personal health.

The Bike Share program intends to provide community members with access to public bicycles for short term travel or recreation. In this pilot project, bike racks at 4 locations around the City will serve as docking stations where the bicycles can be checked out or returned.

The organizational agreement spells out the roles and responsibilities of each participating organization:

**City of Grand Rapids**

- Logistical support (docking stations at City Hall and Library
- In-kind time for rack installment and periodic bicycle redistribution
- Program ownership

**Get Fit Itasca**

- Support implementation of program launch, including in-kind time for development of informational and promotional materials:
- Act as an ongoing resource and assist in locating missing bicycles
- Evaluation
- In-kind time for seasonal set-up and take-down.

**Itasca County family YMCA**

- Logistical support (docking station on site)

**Itasca Resource Center**

Logistical support (docking station on site)

**Grand Rapids Rotary**

Provide partial seed funding

In-kind time for seasonal set up and take-down

**Staff Recommendation:**

City staff recommends entering into an agreement with community organizations to develop and implement a Bike Share program.

**Requested City Council Action**

Make a motion entering into an agreement with community organizations to develop and implement a Bike Share program.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0308      **Version:** 1      **Name:** Bostyancic Land Lease  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/4/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017

**Title:** Consider approving an airport land lease agreement by and between the Grand Rapids-Itasca County Airport, owned by the City of Grand Rapids, and Stan Bostyancic.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Stan Bostyancic 050317](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider approving an airport land lease agreement by and between the Grand Rapids-Itasca County Airport, owned by the City of Grand Rapids, and Stan Bostyancic.

**Background Information:**

Stan desires to construct a new hangar in the development area south of the terminal building. He previously owned a hangar south of this area that he sold to the Grand Rapids EDA for economic development purposes.

**Staff Recommendation:**

Staff recommends approving airport land lease agreement by and between the Grand Rapids-Itasca County Airport, owned by the City of Grand Rapids, and Stan Bostyancic

**Requested City Council Action**

Make a motion approving an airport land lease agreement by and between the Grand Rapids-Itasca County Airport, owned by the City of Grand Rapids, and Stan Bostyancic

## AIRPORT LAND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the GRAND RAPIDS-ITASCA COUNTY AIRPORT, owned by the City of Grand Rapids, a municipal corporation, and Itasca County, Minnesota, hereinafter referred to as LESSOR, and Stan Bostyancic of 35189 Rolland Road, Cohasset, MN 55721, hereinafter referred to as LESSEE:

For good and valuable consideration, the LESSOR hereby leases unto said LESSEE the real estate described on Exhibit A (which includes square footage and rental calculations for this lease), subject to the following terms, conditions, covenants and agreements:

- 1) RENT. Lessee shall pay Lessor rent at the rate of \$0.305 per square foot per year, which equates to a total rent as described on the attached Exhibit A. Lease payments will not commence until building construction begins. Said rent shall increase at the rate of one-half cent (or \$.005) per square foot per year for the term of the lease, with the first increase to take effect on July 1st of 2018, and then on July 1st of every year thereafter.
- 2) TERM. Lessor shall lease the subject property to Lessee for a period of twenty (20) years beginning July 1, 2017, and ending on June 30, 2036.
- 3) RENEWAL OPTION. This lease will be automatically renewed and extended in twenty (20) year increments, at the same terms and conditions in effect at that time which are consistent with terms and conditions of similar leases at other airports of similar structure, upon the election of the Lessee. The parties agree that on any renewals there will be no changes that would restrict the Lessee's rights as set forth in Paragraph 4 of the Lease Agreement.
- 4) TERMINATION. Lessor may terminate this lease (or any extensions hereto) upon written notice to Lessee, delivered at least five (5) years prior to the expiration of the lease term and annually thereafter. These notices shall either be hand-delivered or by registered mail with return receipt requested. Both parties shall continue to perform their obligations under this Lease Agreement until the leased premises has been vacated. Upon termination, unless the Lessee elects otherwise, Lessor shall pay Lessee for the value of the improvements that remain at that time to be determined either by agreement or by an independent certified appraiser to whom the parties mutually agree. If the parties fail to agree on the appraiser, either or both parties will use a mediator to select an appraiser who shall then determine the value. At Lessee's option, the improvements may be removed and the land restored to its original condition prior to termination of the lease. If this option is exercised and the Lessee fails to remove the property and restore the premises by the termination date, the Lessor may remove the improvements and restore the premises to its original condition and collect any costs incurred with the same. The parties further agree that the indemnification provisions referred to in Paragraph 9 of this Lease Agreement shall survive termination. Additionally, this lease shall terminate on July 1, 2020, if a building and/or a taxiway has not been constructed.

- 5) **NON-PAYMENT OF RENT, DEFAULT.** If any one or more of the following occurs: (1) a rent payment or any other payment due from Lessee to Lessor shall be and remain unpaid in whole or in part for more than thirty (30) days after same is due; (2) Lessee shall violate or default on any of the other covenants or agreements herein; or (3) if Lessee shall cease existence, liquidate, dissolve or commence proceedings under a bankruptcy, receivership, insolvency or similar type of action, and which results in default of this lease, then it shall be the option of the Lessor to declare this Lease Agreement forfeited and the said term ended, and to re-enter the Leased Premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding re-entry by Lessor or forfeiture or termination of this Lease Agreement, the liability of Lessee for the rent and all other sums provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease Agreement. Lessee shall be responsible for, in addition to the rentals and other sums agreed to be paid hereunder, any and all costs paid by Lessor required to enforce its rights under this Lease Agreement, including but not limited to reasonable attorney fees actually incurred by Lessor in any suit or action instituted by Lessor to enforce the provisions of this Lease Agreement, or the collection of the rentals due Lessor hereunder. Lessee shall also be liable to Lessor for the payment of interest at the highest permissible rate of interest allowed under the usury statutes of the State of Minnesota, or in case no such maximum rate of interest is provided, at the rate of 12% per annum, on all rentals and other sums due Lessor hereunder not paid within thirty (30) days from the date same becomes due and payable. Lessor shall be allowed to lease the hangar on the leased premises to any other party at such terms that allow Lessor to recover any costs and expenses herein.
- 6) **LEASE TRANSFER.** Lessee retains the right to transfer their interest in the property to a new owner subject to Lessor's right of first refusal. Lessee shall provide a written notice to Lessor by certified mail with return receipt requested or by personal service setting forth the price and terms. Lessor, within thirty (30) days receipt of the price and terms, shall agree to enter into a binding agreement with a closing date within forty-five (45) days. Failure to comply with the time requirements shall allow Lessee to transfer to a third party, but not at more favorable terms and conditions as offered to the Lessor. Any transfer by operation of law including through succession of interest upon death shall be authorized and not subject to right of first refusal.
- 7) **PERMITTED USE.** Lessee shall have the right to erect or maintain a hangar for privately owned aircraft for the business uses described on the attached "Exhibit B." If a hangar is not already situated on the premises at the time this lease is created, the Lessee shall complete construction of such hangar according to plans and specifications as approved in writing by Lessor and according to building permits as authorized by the City of Grand Rapids. Upon issuance of a building permit, if said construction is not completed within the first three (3) years of this lease, this lease shall expire and Lessee shall be responsible for all costs incurred by Lessor to restore the premises to its original

condition. Lessor reserves the right to demand good and sufficient bond against liens for any construction or remodeling of structures on the leased premises.

8) RESTRICTIVE COVENANTS. Lessee shall comply with all the following covenants:

8.1) The hangar placed on the leased premises shall be kept in a neat and orderly condition and shall be painted or repainted at such time or times and of such color or colors; all as may reasonably be directed by Lessor, Mn/DOT Office of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over the airport facility. No additions, modifications or alterations shall be made to the hangar without written consent of Lessor. The parties anticipate there will need to be improvements made on airport property (non-lease space) to access the lease space. Any and all improvements will be done after mutual consent of the parties as addressed through a separate written, mutually-acceptable developer's agreement.

8.2) Lessee has the right to place business signage on their hangar in accordance with City zoning ordinances.

8.3) No excavation shall be made upon the leased premises and no fences or sidewalks shall be constructed thereon without the written consent of Lessor.

8.4) The parties agree that any structure placed on the premises does not become a part of the real property. Removal is subject to Paragraph 4 of this Lease Agreement.

8.5) No buildings or structures placed upon the leased premises shall become a part of the realty, except as hereinafter provided.

8.6) Explosives, gasoline, oil, and other highly flammable material of any kind kept on the leased premises shall be kept in such a manner as the Lessor shall from time to time determine. Storage of such material shall be kept in such manner as to comply with requirements of NFPA and all applicable rules, regulations, ordinances and fire codes. Lessee shall be responsible for the clean-up of all hazardous materials and spills and shall be responsible for the remediation of any hazardous/contaminated soils on the leased premises.

8.7) Lessee agrees that, except in the case of students, only duly-licensed pilots will operate aircraft on any runway or the leased premises and that the operation will be subject to the laws of the United States, the State of Minnesota, the County of Itasca, and the City of Grand Rapids.

8.8) Other than commercial endeavors approved and itemized in the attached Exhibit B, or subsequent approval by the Lessor, the Lessee shall not engage in any commercial aviation endeavors on the leased premises. This prohibition includes but is not limited to performing work on airplanes not owned by the Lessee. Furthermore, Lessee agrees that the leased premises shall be used for aviation purposes only. This strictly prohibits commercial and non-commercial use that is not aviation-related.

8.9) Lessee shall pay all utilities, water, lights and any other service used on the leased premises during the term of this lease or any renewal thereof.

- 9) INDEMNIFICATION. Lessee hereby agrees to indemnify and hold harmless Lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any buildings or structure on said premises, or by reason of any use of said premises on the airport by the Lessee; and Lessee further agrees to indemnify and hold harmless the Lessor from all liability or claim of liability, and to pay any judgment rendered against Lessor and to reimburse Lessor for any expense incurred be it by reason of any action or suit of law or equity brought against it, in which it is made a party, by reason of the erection of any such building or structure or by reason of the occupancy or use by Lessee of the leased premises or in any way relating to or connected with the use of the leased premises. For the purpose of this paragraph the term “expense” shall be construed to include all costs incurred by Lessor in the defense or settlement of said actions or suits including attorney fees, filing fees, salaries and expenses of any officials or employees of Lessor while engaged in the defense or settlement of said action or suit.
- 10) TAXES AND ASSESSMENTS. Lessee shall pay all property taxes, assessments, license fees or other charges that may be levied or assessed during the term of this agreement upon or against any improvements or equipment on the leased premises. If the Lessee shall fail or neglect to pay any of said property taxes, assessments, fees or other charges when due, Lessor may pay the same together with any cost or penalty which may have accrued hereon, and collect the entire amount due to Lessor upon demand, and in default thereof, Lessor shall have a first lien on improvements owned by Lessee for the amounts so paid.
- 11) INSURANCE. Lessee shall carry liability insurance on the leased premises in the same amount as the maximum liability to which the Lessor is exposed pursuant to Minnesota Statutes Section 466.04 and subsequent amendments thereto.
- 12) AMENDMENT. If this lease should fail to comply in any respect with the ordinances, regulations or laws of the United States, the State of Minnesota, the County of Itasca, or the City of Grand Rapids, then this lease shall be amended to comply with the requirements of said ordinances, laws and regulations. If said amendment would result in a material deviation from the general terms and conditions of this lease, then Lessor or Lessee has the right to renegotiate or terminate this lease.

- 13) NON-DISCRIMINATION. Lessee does hereby covenant and agree that with respect to all matter relating to use of the leased premises, no persons on the grounds of race, color, or natural origin shall be excluded from participation and denied the benefits or otherwise be subject to discriminations; and Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to any laws or regulations imposed by the United States Government or the State of Minnesota.

LESSOR:

GRAND RAPIDS-ITASCA COUNTY  
AIRPORT:BY THE GRAND RAPIDS CITY COUNCIL  
THROUGH DESIGANTION OF THE PARTIES JOINT  
POWERS AGREEMENT

By:

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Dale Adams  
Grand Rapids City Mayor

ATTEST:

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Tom Pagel  
Grand Rapids City Administrator

LESSEE:

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Stan Bostyancic



EXHIBIT A  
LEASE LEGAL DESCRIPTION

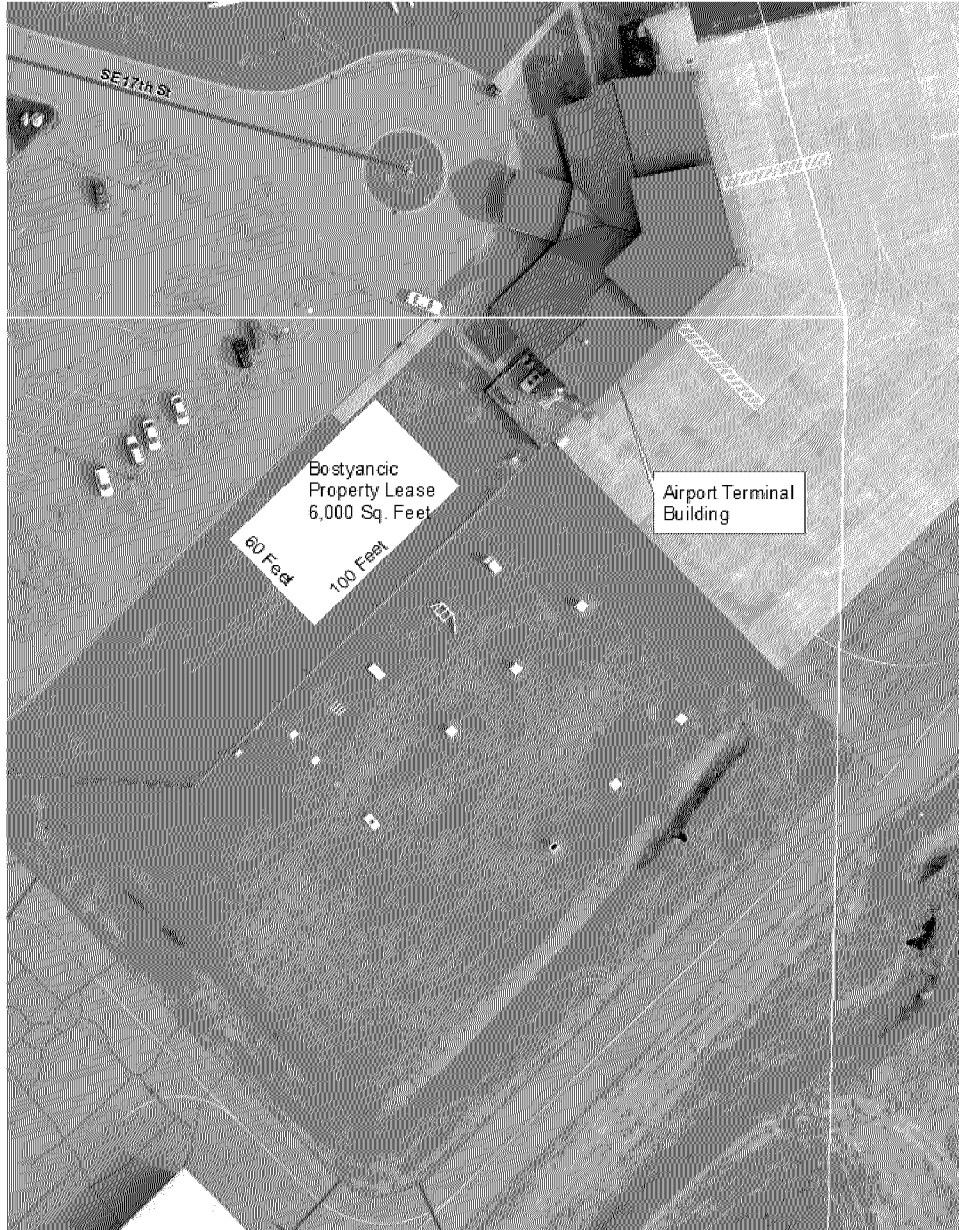


EXHIBIT B  
BUSINESS USE PERMITTED

None.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0310      **Version:** 1      **Name:** Closed meeting summary  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/4/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider acknowledging summary for closed meeting held on Monday, April 24, 2017.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider acknowledging summary for closed meeting held on Monday, April 24, 2017.

**Background Information:**

Council met in closed session on Monday, April 24, 2017 to discuss the performance evaluation of Tom Pagel, City Administrator.

**Staff Recommendation:**

Acknowledge summary.

**Requested City Council Action**

Acknowledge summary.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0307      **Version:** 1      **Name:** Board & Commission Minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 5/4/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017

**Title:** Acknowledge attached minutes for various Boards & Commissions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [April 4, 2017 Arts & Culture Public Meeting minutes.pdf](#)  
[April 4, 2017 Arts & Culture Worksession minutes.pdf](#)  
[February 22, 2017 Human Rights minutes.pdf](#)  
[March 7, 2017 Arts & Culture minutes.pdf](#)  
[March 21, 2017 Golf Board minutes.pdf](#)  
[March 29, 2017 Human Rights M=minutes.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Acknowledge Boards and Commissions	

Acknowledge attached minutes for various Boards & Commissions.



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

## **Outdoor Performance Venue Study** *Grand Rapids Arts and Culture Commission*

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION  
GRAND RAPIDS AREA LIBRARY, GRAND RAPIDS MN 55744  
PUBLIC MEETING #2, TUESDAY, APRIL 4, 2017 – 5:30 PM**

The City of Grand Rapids and the Grand Rapids Arts and Culture Commission continue to formulate the feasibility and need for a new or expanded outdoor entertainment venue. This is the second public meeting and will complete this part of the study.

**The following Commissioners were present:** Sonja Merrild, John Connelly, Harry Smith, David Dobbs, David Marty, Myrna Peterson, Karen Walker and Kathy Dodge

**Absent:** Lois Bendix

**Staff Present:** Amy Dettmer, Michele Palkki

**LHB: Heidi Bringman:** Stuart Shrimpton, Lacy Shelby, Bruce Jacobsen

There were eight individuals from the public in attendance.

Arts and Culture Commission Chair Merrild gave a brief introduction for tonight's meeting and what has been accomplished so far.

This part of the meeting will be organized into a "round-robin" style with modules for interactive participation. Participants broke into two groups to participate in event programming and planning, partnership pros and cons, design exercises and finally indicate the top five amenities for the venue.

Table 1 – Programming and planning, events calendar, positives/negatives for the two sites.

This group came up with the following schedule of events that are currently taking place, but not limited to.

- Annual events: Opening Fishing, Judy Garland Wizard of Oz Festival, Rotary Gavel, 4<sup>th</sup> of July, Art Fair, Northern Cruisers Swap Meet/Car Show, Crazy Days, National Night Out, Tall Timber Days, Itasca County Fair, Blues Festival, Green Cheese Picnic, Oktoberfest.

- The following take place during the summer, multiple times, at various locations: Community Education Programs, Park and Recreation Programs, First Friday, Church Events, 4 H Competition, Shakespeare in the Park, Grand Rapids Farmers Market, Get Fit Open Streets, Tuesday Summer Concerts, Old Car Cruise Night

The second phase for this group was to score the amenities and structures. The design of the structure that would either cover just the stage and/or the audience will depend on the type of design element chosen. LHB will put something together regarding this and will be part of their proposal.

Session ended at 7:20 pm                    ***Michele Palkki***

Respectfully submitted by Michele Palkki, Administrative Assistant

The last part of LHB visit was a Stakeholder Workplace meeting.

**April 5, 2017 - Library Community Room / 9:03 am**

**LHB Team-**Heidi Bringman, Stuart Shrimpton, Bruce Jacobsen, Lacy Shelby

**Community Stakeholders-** Jeff Johns, Katie Marshall, Bud Stone, Penny Holcomb, Maggie Montgomery, Sarah Bignall, Megan Christianson;

**City Staff-** Amy Dettmer, Tom Pagel, Jeff Davies, Dale Anderson

**Arts and Culture Commissioners:** Kathy Dodge, John Connelly, Lois Bendix, Harry Smith, Myrna Peterson arrived 9:20 a.m., David Marty arrived 9:40 am, Karen Walker 10:00-10:30 a.m.

LHB started with an overview from the previous days meetings with the Commission and public where there was a discussion about the site evaluation matrix, event calendar, management/partner models and design elements ensued.

Jeff Johns suggested at the FHC a hybrid management model would be preferable. Jeff indicated the location of the venue would be on Blandin/Forest History Center property so some sort of land switch with the city may have to happen. The Historical Society is a 501-c3 organization, not a state agency. A proposal would have to be brought to the Historical Society about the venue.

Tom Pagel mentioned the City does not want to be in charge of programming the venue. The City would help with getting funding for the facility, but does not want to program it. Maintenance by the city would be difficult.

Participants broke into two groups to do a right size activity for Northern Community Radio. Placed parking, bathrooms, concessions stage on a map in area around NCR. A large group discussion about the Forest History Center took place.

Meeting adjourned at 11:30 am – Amy Dettmer Recorder



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

## Outdoor Performance Venue Study

*Grand Rapids Arts and Culture Commission*

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION  
GRAND RAPIDS AREA LIBRARY, GRAND RAPIDS MN 55744**

**WORK SESSION, TUESDAY, APRIL 4, 2017 – 12:00 PM**

The City of Grand Rapids and the Grand Rapids Arts and Culture Commission conducted a work session in place of their regular meeting on April 4, 2017 at the Grand Rapids Area Library. The purpose of this meeting is to continue to formulate the feasibility and need for a new or expanded outdoor entertainment venue.

The following Commissioners were present: John Connelly, Harry Smith, Lois Bendix, David Dobbs, David Marty, Myrna Peterson, Karen Walker and Kathy Dodge

**Absent:** Sonja Merrild

**Staff Present:** Amy Dettmer, Michele Palkki

LHB: Heidi Bringman, Stuart Shrimpton, Lacy Shelby, Bruce Jacobsen

Heidi briefly reported on what the Commission and LHB had completed toward the study to date. Remembering the guiding principles that include Community ideas and voices, Mississippi River experience, financial feasible, environmentally sustainable space and promote economic development. The Veteran's Memorial site has been pulled from the table at this time, there seemed to be not a lot of backing for this site. The two sites used for the final study will be the Forest History Center and Northern Community Radio.

- **Briefing:** Discussion from survey outcomes, review key themes and priorities of the community.
- **Listening:** Design priorities, programming/partnerships, realistic goal setting, and operational must haves.
- **Design Direction Discussion:** Identify and prioritize key design parameters, review design palette, including structure, amenities and other features.

Currently we have mapped out two possible locations: Forest History Center and Northern Community Radio Site (Library)

- **Survey:** There were 44 responses. What do we want to see happen. Some examples were Concerts, outdoor events, meetings, theater, dance, festivals, and performances. Information from the surveys followed the same as from the public meeting held on February 1, 2017.

- ✓ Who could run the venue? Some examples: Reif, KAXE, City, Library, ICC, Blandin Foundation, Unknown; can it sustain being only a seasonal venue?
- ✓ Wants: WIFI, concessions, restrooms, alcohol, and place for children.
- ✓ How will this compliment other areas?
- ✓ How will this affect the new brewpub, hotel, coming to the area?
- ✓ The Public Meeting held later this afternoon will consist of the following:
  - Events planning: May through October
  - Partnerships: pros and cons
  - Staging: medium vs large.
  - Top 5 amenities for the venue

**Operational Requirements: This was an exercise that determined what is most desired for this venue including must have, desired/optional, not needed**

➤ **Facilities:**

- ✓ Bathrooms – Must have, desired to have flush vs portable, hook up to existing utilities
- ✓ Site Furnishings - Must have/desired to have trash receptacles and signage
- ✓ Venue Seating - Must have 50 to 100 (site dependent)
- ✓ Concessions – Nothing decided
- ✓ Stage/Performance System – Must have with electrical and lighting, more to be determined

➤ **Security/Maintenance:**

- ✓ Site Security/Lighting – Must have, pathway and parking lighting
- ✓ Facility Security – To be determined
- ✓ Site Maintenance Plan – Grounds maintenance (lawn mowing, trash service, etc.)

➤ **Management:**

- ✓ Reservation/programming (Daily operations) – Must have, seasonal part time
- ✓ Legacy, Capital Improvements & Finance Committee – Must have volunteer based. Arts and Culture Commission and/or partially paid designated position.

**Takeaways for Forest History Center vs Northern Community Radio Site**

- Forest History: Steep slopes, more mature canopy, flexibility good, is this too big a venue, ownership
- Northern Community Radio: Knowledge of soil, high water concerns, close to downtown, possible hook up to existing utilities



## **Ownership and/or Public – Private – Friend/Group Conservancy**

### ✓ **Public Owned:**

Positives: City owned, operated by Public Works Director and/or the Park and Recreation Department. More stable, would have public support.

Negatives: Political, quality of use, flexibility

### ✓ **Private Owned:**

Positives: More Drive, layers, more to offer, motivation for finances, not political, efficiency, greater ownership.

Negatives: Higher risk of investment, what is the bailout, flexibility of space limits

Some examples: Reif Center, Library, Grand Rapids Arts, Northern Community/KAXE, ICC, Blandin Foundation, MacRostie. Would need contingency plan for long-term commitment.

### ✓ **Friend/Group Conservancy**

Positives: Self-selected, small membership, volunteer-very active

Negatives: Long-term commitment

### ➤ **Site Matrix:**

Forest History Center:	Positives (16), Negatives (6), Neutral (10)
Northern Community Radio:	Positives (14), Negatives (8), Neutral (5)

Work Session ended at 3:15 pm

Respectfully submitted by Michele Palkki, Administrative Assistant

*Michele Palkki*

## CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2A, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, February 22, 2017 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll, the following members were present: Commissioners Frieda Hall, Melissa Weidendorf, Jackie Dowell, Doug Learmont, Karen Noyce, Alice Moren and Mary Jo Wimmer

**Absent** John Schirber and Becky LaPlant

**Visitors:** None

**Staff:** Michele Palkki, Administrative Assistant

**CALL TO ORDER** Commissioner Weidendorf called the meeting to order at 4:00 pm

### **SETTING AGENDA**

**APPROVAL OF MINUTES** January 25, 2017 minutes were distributed to the Commission

**MOTION BY COMMISSIONER DOWELL, SECOND BY COMMISSIONER HALL TO APPROVE THE MINUTES OF JANUARY 25, 2017. Motion passed by unanimous vote.**

**FINANCIALS** A discussion was held regarding the invoice for the 2017 League of Minnesota Cities Human Rights Membership Dues for \$100.00

**MOTION BY COMMISSIONER LEARMONT, SECOND BY COMMISSIONER DOWELL TO APPROVE PAYMENT OF THE 2017 LEAGUE OF MN CITIES HUMAN RIGHTS MEMBERSHIP DUES IN THE AMOUNT OF \$100.00. Motion passed by unanimous vote.**

There was a discussion regarding some funding that was left over from the 2016 Northland Foundation Grant to complete the Ojibwe Signage at the IRA Civic Center. Nathan Morlan is working on this project and should be completed soon.

**CORRESPONDENCE** Nothing to report.

**PUBLIC COMMENT** No one in attendance.

**CIRCLE OF HEALING** Nothing to report – Next meeting is March 16 at the Grand Rapids Area Public Library from 11:00 – 1:00 pm

**ITASCA DIVERSITY ALLIANCE** Commissioner Hall reported the following

- One of the Founders of the Itasca Diversity Alliance, Terry Stephens, passed away unexpectedly. The potluck held last Saturday was dedicated to him.
- Next meeting is March 6, 2017 at 6:00 pm held at the Blandin Foundation.

4:15 pm: Mary Jo Wimmer arrived

## **BIG VIEW**

Commissioner Moren gave a report regarding the plans for Big View

- February 28, 2017 from 11:00 – 1:00 pm Prom Night Mississippi regarding segregation and will be held at the Grand Rapids Area Library.
- Commissioner Moren reported that she has been working on a series that will be held in September regarding We Are All Criminals. They are still working with more individuals and events for the month of September. The following have been secured.
  - ✓ September 6 11:00 – 1:00 pm Film/15 to Life Grand Rapids Area Library
  - ✓ September 11 6:00 – 8:00 pm We are all Criminals Grand Rapids Area Library
  - ✓ September 26 11:00 – 1:00 pm Film/Broken on all sides Grand Rapids Area Library

## **OLD BUSINESS**

### **Collaborating with Organizations to Bring “We are all Criminals” to Grand Rapids**

Commissioners Noyce/Wimmer reported that they are continuing to work on this and will bring information back to the board when it is more complete.

A discussion was held to bring the State Human Rights Commissioner to Grand Rapids. This was well received and a possibility for the Commission to host in Mid-October or November.

### **Committee Working With Boards/Commissions**

There is no information at this time. Commissioners LaPlant, Hall and Weidendorf are working on this and will have something for the March Meeting.

## **NEW BUSINESS**

### **Partnering with Grand Rapids Police/Anti-Racism**

Commissioner Wimmer reported that they would like to contact those in law enforcement to meet with them and work with dispatchers regarding first response and the impact it has when the message is delivered. The person on dispatch is the point person in which the call comes in and interprets the need and is then it is dispatched out to the officer(s).

- Inter-cultural awareness/coming up with concepts
- Help everyone to interpret messages on a case by case basis

Commissioner Noyce and Wimmer will have more information at the March meeting.

**NEW BUSINESS**

**Sanctuary Cities – Susan Hayes**

Commissioner Wimmer reported that Ms. Hayes was ill and not able to come to our meeting. She would like to re-schedule in March. As per the Commission, she will be added to the March Agenda. Commissioner Wimmer reported that there are some materials they she will send to the Administration Office to be shared with the rest of the Commission.

Commissioner Dowell reported that she had mentioned this to Assistant Chief Schaar regarding the City of Grand Rapids as a sanctuary city.

Commissioner Dowell spoke about a website she had recently visited regarding what are a sanctuary city is and other questions relating to this topic. She will send the Administration Office the link to share with the rest of the Commission.

A discussion was held regarding the series that has been conducted on Monday evenings regarding what is Islam lead by Pastor Doug Hardt, M.DIV. This has been very productive and will conclude on February 27, 2017. These meetings are open to the public and are held at the YMCA 6:30 – 7:00 pm

Term expirations were mentioned, anyone wishing to continue for another three years needs to contact Kim Gibeau at 326-7611

The meeting adjourned at 5:05 pm

*Michele Palkki*

Respectfully submitted, Michele Palkki, Administrative Assistant

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION  
CONFERENCE ROOM 2B – GRAND RAPIDS CITY HALL  
REGULAR MEETING, WEDNESDAY, MARCH 7, 2017 – 3:45 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Wednesday, March 7, 2017, at 3:45 pm

**CALL OF ROLL:** On a Call of Roll, the following members were present: Sonja Merrild, John Connelly, David Marty, Lois Bendix, David Dobbs, Kathy Dodge, and Myrna Peterson

**Absent:** Karen Walker and Harry Smith

**Staff Present:** Amy Dettmer and Michele Palkki

Commissioner Merrild called the meeting to order at 3:45 pm.

Welcomed Myrna Peterson, filling the unexpired term of Mr. Braff. Commissioner Peterson introduced herself and gave a brief background of why she wanted to serve on the Arts and Culture Commission. Each Commissioner and staff introduced themselves.

**Setting the Agenda Additions:** Advertising Proposal – Central School - Bendix  
Update MN Arts Advocacy Day - Dodge  
Minnesota Orchestra Visit - Dodge

**Correspondence:** Nothing to add

## **MINUTES**

The minutes of the February 1, 2017 Public Meeting and the Regular Meeting of February 7, 2017 were in the packets for the Commission's review and approval.

**APPROVAL OF MINUTES: Public Meeting: February 1, 2017 and the Regular Meeting held on February 7, 2017.**

**Motion by Commissioner Dodge, second by Commissioner Bendix to approve both the minutes of the Public Meeting held February 1, 2017 and the Regular Meeting held February 7, 2017 as presented. Motion passed by unanimous vote.**

**FINANCIALS:** There has not been anything to report at this time.

## **RIVER VENUE UPDATE**

A discussion was held regarding the sites that have been selected to review; Forest History Center or the KAXE Rotary Tent/Library. One area was selected both up river and down river for the possible location. Veteran's Park was dropped from the list of venues.

LHB has been in contact with the sub group as to when they would come back to meet with the Commission and conduct the second Public Meeting. Ms. Dettmer reported that the workshop and public meeting dates are likely to be April 4 and 5. This may mean that if the public meeting were set for Tuesday, April 4 the Commission would meet first with their regular meeting and then continue with the public meeting from 5:30 – 7:00 pm. The Grand Rapids Area Library will host both meetings.

There was some confusion as to the date when LHB would meet prior to the public meeting. Ms. Dettmer will contact LHB and get the specifics regarding what will take place, who will be involved, etc. and will report to the Commission.

## **PUBLIC ART PLAN**

A draft copy of the City of Grand Rapids Public Art Plan was distributed to the Commission for their comments. Commissioner Bendix reported that she had some changes but welcomed anyone's notes to be included. Once the document is complete a copy will be printed off and delivered to City Administrator Pagel and City Engineer Wegwerth. The document will also be sent to the Commission.

Commissioner Merrild reported it would be good to sit down with both Mr. Pagel and Mr. Wegwerth to discuss the document and when it would be brought before the City Council for their approval. Ms. Dettmer will contact both Mr. Pagel and Mr. Wegwerth to set up meeting to include herself and Commissioner's Merrild, Bendix and Dodge.

## **PROGRESS REPORTS**

### **Utility Boxes**

A discussion was held regarding the art wrap of the utility boxes. Commissioner Merrild had met with Public Utilities Director Julie Kennedy and had hoped to have something for today's Commission meeting.

There is a lot to this process and will likely take some time before we are ready to move forward with actual artwork, however, we will continue to work on the process for the utility box wrapping with Public Utilities. As information is obtained it will be shared with the Commission.

### **Mayor's Arts Award**

The Mayor's Arts Award will be presented at the annual chamber dinner on April 20, 2017. Commissioner Dodge provided a picture of the award that will be presented this year. The local artist is Collin Clough with casting done by Anne and Ron Radecki. This award is being donated to the Grand Rapids Arts and Culture Commission to present to the winner.

Commissioner Merrild reported that Two Rivers Video would like to put together a short documentary video of how this award came to be and would be used for the next year's award. The commission may be asked if they would make a contribution towards this video.

Commissioner Dodge reported that we would need to determine what wording would be placed on the 1" x 2" plaque. This will be done by Great Engraving, Commissioner Dodge will make sure the invoice is sent to [ap@ci.grand-rapids.mn.us](mailto:ap@ci.grand-rapids.mn.us) for payment. The Commission already made the motion for the expenditure at the last meeting so nothing more needs to be done.

2017 Mayor's Arts Award / Grand Rapids State Bank

### **Artist in Residence**

Commissioner Dodge would like someone else to step up to oversee the Artist in Residence Program. This program is under the discretion of the Arts and Culture Commission and would involve working with the Central School Tenants and communicate back to the Commission periodically. Commissioner Dodge and Bendix will work on the wording of the memo of understanding as the key situation is now through Tom Schmoll who oversees the building. Keys no longer will be picked up at the City.

### **Artist's Loft – Art Class**

Commissioner Dodge reported that she had been approached as to using the Artist's Loft for a painting class once a week. A discussion was held regarding what the Commission sees as this area is being used for anything other than the Artist in Residence Program.

The Commission believed that allowing this would take away from the design of why the Artist's Loft was made for. The Commission did not see this as a place for a class and would recommend that this group seek other areas, such as MacRostie Art Center.

### **OLD BUSINESS:**

#### **Art in Schools**

Commissioner Dobbs reported that they have met with all four principals on ideas to bring art in the schools and all are very receptive. Commissioner Dobbs reported that a grant has been submitted through MacRostie to provide Art in School District #318 for 25 weeks of instruction. This program will be provided to all 4<sup>th</sup> grade students' at all four elementary Schools, Forest Lake, Murphy, Southwest and Cohasset. Two artists have been secured, those being Leah Friesen and Aaron Squadroni. Commissioner Dobbs will keep the Commission updated.

**NEW BUSINESS**

**Art Place Grant**

Commissioner Dodge reported that City Council approved the Arts and Culture Commission to apply for the Art Place Grant. As part of the grant process a video was required to submit with the application. A short video was played for the Commission.

Those who participated in some way for the video were Dan Connelly, Commissioner Dobbs, City Councilor Tasha Connelly and students Micah Laine, Ava Jackson, Sam Connelly and Sam Abbott.

**Arts Advocacy Day Update**

Commissioner Dodge reported there were over 1,000 attendee's from all over Minnesota for this event. People from around the state spoke including Commissioner's Dodge and Marty. This was a great day for Minnesota.

**Advertising Proposal – Central School**

Commissioner Dodge handed out a proposal on advertising for Central School. This was sent to Community Development Director Rob Mattei. This was just for information.

**Minnesota Orchestra**

Commissioner Dodge reported that the Minnesota Orchestra will be coming to Grand Rapids May 18 and 19. They will have a performance at the Reif Center and possibly do something for the public as well which creates experience around the City of Grand Rapids.

**ANNOUNCEMENTS**

Rural Arts and Culture Summit will be held in Morris Minnesota on June 6, 7 and 8.

There being no further business, the meeting adjourned at 5:15 pm

Respectfully submitted by Michele Palkki, Administrative Assistant

*Michele Palkki*

**Next Regular Meeting**

Reminder, the next regular meeting of the Grand Rapids Arts and Culture Commission will be held on Tuesday, April 4, 2017 beginning at 3:45 pm. Location yet to be determined.



GRAND RAPIDS GOLF COURSE BOARD  
REGULAR MONTHLY MEETING  
March 21, 2017  
8:00 AM

Present: Larry O'Brien, Brad Gallop, Kelly Kirwin

Absent: Todd Roth, Pat Pollard

Staff: Bob Cahill Director of Golf  
Steve Ross Grounds Superintendent

- I. Brad Gallop called the meeting to order.
- II. Kelly Kirwin made a motion to accept the minutes of the February 21, 2017 Board meeting. Larry O'Brien seconded the motion. The motion passed.
- III. Consideration of monthly bills: Kelly Kirwin made a motion to approve the bill list. Larry O'Brien seconded the motion. The motion passed.

BLUE CROSS & BLUE SHIELD OF MN	3,443.50
BURGGRAF'S ACE HARDWARE INC	26.67
CITY OF COHASSET	290.57
DELTA DENTAL OF MINNESOTA	209.50
GOLFNOW RESERVATIONS	1,000.00
GRAND RAPIDS CITY PAYROLL	5,828.39
GRAND RAPIDS STATE BANK	216.49
MN PUBLIC GOLF ASSOCIATION	75.00
MINNESOTA REVENUE	1,600.07
NEXTERA COMMUNICATIONS LLC	3.93
PRESTO PRINT	153.63
P.U.C.	1,644.02
STEVE ROSS DBA ROSS GOLF	4,166.67
STOKES PRINTING & OFFICE	249.94
TDS Metrocom	204.34
UNUM LIFE INSURANCE CO OF AMER	4.10
VANTIV INTEGRATED PAYMENTS	31.66
TOTAL ALL VENDORS:	19,148.48

IV. Visitors: None

- V. Grounds Superintendent: Steve Ross reported. With the current weather and course conditions it looks like an early April opening. The course seems to have wintered well. Jeff Davies and crew will be coming out to look at the sand trap on #7 and prepare for a major repair to the trap. Repairs and updates are going to be done on the bathrooms on tee box #3. Trees near the maintenance building have been removed and/or trimmed with more trees to follow on some of the islands of trees between holes. Brad Gallop made a motion approve going out on bids for the purchase of a new sand rake not to exceed \$25,000. Larry O'Brien seconded the motion. The motion passed.

VI. Concessions: No report

- VII. Director of Golf: Bob Cahill reported. SNAG in the schools is going great so far. Friday May 26<sup>th</sup> will be SNAG Day at the golf course with a goal of getting kids ages 5-12 interested in playing golf. A new golf pass purchase system has been implemented on the web site.
- VIII. Old Business: None
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: Kelly Kirwin made a motion to adjourn the meeting. Larry O'Brien seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien  
Recording Secretary

## CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, March 29, 2017 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll, the following members were present: Commissioners Frieda Hall, Becky LaPlant, Doug Learmont, Karen Noyce, Alice Moren, John Schirber, Melissa Weidendorf, and Mary Jo Wimmer

**Absent** Jessica Hartshorn and Karen Noyce

**Visitors:** Susan Hayes

**Staff:** Lynn DeGrio, Recorder

**CALL TO ORDER** Commissioner Weidendorf called the meeting to order at 4:01 pm.

**SETTING AGENDA** It was suggested that the agenda be changed to allow for Guest, Susan Hayes, to discuss sanctuary cities.

**MOTION BY COMMISSIONER MOREN, SECOND BY COMMISSIONER HALL TO ADD SANCTUARY CITIES TO THE AGENDA FOR DISCUSSION. Motion passed by unanimous vote.**

Susan provide four handouts providing information on how cities and states can become sanctuary cities. She said it would take a group to do this, as it cannot be done alone. Commissioner LaPlant suggested meeting with Police Chief Scott Johnson as a Human Rights Commission. It was decided that this will be placed on next month's agenda and Chief Johnson would be invited to attend.

**APPROVAL OF MINUTES** February 22, 2017 minutes were reviewed; Commissioner Moren stated that she was in attendance at the meeting, however the minutes indicated she was absent. She also stated that the "We Are All Criminals" Big View will be held on September 11, 2017 from 6:00 p.m. to 8:00 p.m., not from 11:00 to 1:00 pm as reflected in the minutes.

**MOTION BY COMMISSIONER SCHIRBER, SECOND BY COMMISSIONER LAPLANT TO APPROVE THE MINUTES OF FEBRUARY 22, 2017 WITH CORRECTIONS NOTED. Motion passed by unanimous vote.**

**FINANCIALS** The Schedule of Changes in Revenue and Expenditures for the Period Ending February 28, 2017 was reviewed. No action needed.

**CORRESPONDENCE** Nothing to report.

**PUBLIC COMMENT** No one in attendance; however, Commissioner Schirber used this time to express his desire to make a point of mentioning something positive in our community and would like to see the title of this agenda item changed to "Public Comment/Accolades."

**CIRCLE OF HEALING** Commissioner LaPlant provided a handout from the Circle of Healing March 16, 2017 Meeting Notes. She also mentioned that there will be an Indigenous Film Fest screening at 5:00 p.m. at Barb Sanderson's home. "Older Than America" will be shown; this is the third movie to be reviewed.

**ITASCA DIVERSITY ALLIANCE** Commissioner Hall reported the following

- Conversations at St. Andrew's have taken place and students of color from ICC were at Presbyterian discussing holding monthly meetings monthly at ICC to make it non-denominational..
- One of the Founders of the Itasca Diversity Alliance, Terry Stephens, passed away unexpectedly. A potluck was dedicated to him.
- Next meeting is Tuesday, April 4, 2017 at 12:00 pm.

### **BIG VIEW**

Commissioner Moren gave a report regarding the plans for Big View

- The focus is on poverty at Kootasca.
- 
- Alice will send Kootasca's Community Assessment for distribution to the Commissioners.
- Commissioner Moren reported that she has been working on a series that will be held in September regarding We Are All Criminals. The following have been secured:

September 6	11:00 am – 1:00 pm	Film/15 to Life	Grand Rapids Area Library
September 11	6:00 pm – 8:00 pm	Emily Baxter	Grand Rapids Area Library
September 26	11:00 am– 1:00 pm	Film/Broken on all sides	Grand Rapids Area Library

### **OLD BUSINESS**

#### **Committee Working With Boards/Commissions**

There is no information at this time. Commissioners LaPlant, Hall and Weidendorf will meet and have a draft to the Commission at the April meeting.

#### **Partnering with Grand Rapids Police/Anti-Racism**

Commissioner Wimmer reported that they would like to offer training on intercultural competency to the members of the Grand Rapids Police Department (GRPD). She read the GRPD mission statement. Commissioner Weidendorf asked whether the training would be offered to just the GRPD. Commissioner Hall suggested that the Human Rights Commissioners do the online assessment first, and that she would like Commissioner Wimmer to participate as well. Commissioner Wimmer

indicated that she is a trained facilitator and that it may be a conflict. Commissioner Wimmer will make a presentation to Chief Johnson and bring back to the HRC next month.

## **NEW BUSINESS**

### **2016 Indigenous People's Day/2017 Indigenous People's Day**

Commissioner LaPlant submitted a report to Northland Foundation within the timeframe required for the 2016 Indigenous People's Day.

She would like the 2017 Indigenous People's Day on the agenda for next month. She spoke with David Marty from the Reif and he indicated that they have a "soft-hold" with Brule` for the 2017 Indigenous People's Day.

### **Green Dot Program**

Commissioner Wimmer explained that the purpose of the Green Dot Program is to reduce violence within a community. Green Dot works toward two primary objectives: (1) Content development and (2) Training. The goal is to replace "red dot" (violence areas) with green dots. She recommended researching more information at [www.livethegreendot.com](http://www.livethegreendot.com).

It was requested that this item be placed on next month's agenda.

### **Election of Officers**

**MOTION BY COMMISSIONER LEARMONT, SECOND BY COMMISSIONER SCHIRBER TO RE-ELECT THE EXISTING SLATE OF OFFICERS CONSISTING OF COMMISSIONER WEIDENDORF AS CHAIR AND KAREN NOYCE AS CO-CHAIR. Motion passed by unanimous vote.**

### **Reports on Calls/Inquiries**

It was reported that there was an incident at Zorbaz where a person of color did not feel safe.

Commissioner Hall conveyed a compliment about how the Police Department is treating black men on the street.

With no other items to discuss, Commissioner Weidendorf adjourned the meeting at 5:23 p.m.

*Lynn DeGrio*

Respectfully submitted, Lynn DeGrio, Recorder



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

# CITY OF GRAND RAPIDS

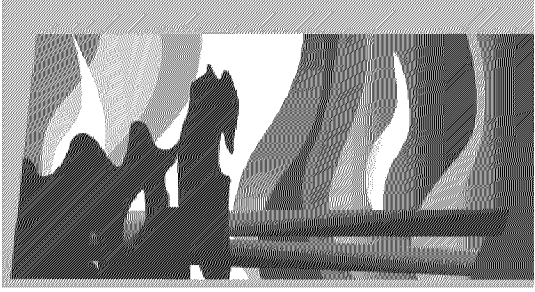
## Legislation Details (With Text)

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**File #:** 17-0302      **Version:** 1      **Name:** Finance Department Head Report  
**Type:** Department Head Report      **Status:** Filed  
**File created:** 5/3/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Department Head Report: Finance Department  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Dept Head Report 05/08/17.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Received and Filed	

Department Head Report: Finance Department



CITY OF  
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# FINANCE DEPARTMENT

# Finance Department Report

Tonight I would like to discuss 2016 audited financial information for the General Fund.

## **GENERAL FUND REVENUE THROUGH DECEMBER 31, 2016**

- **Taxes - \$5,060,343 or 100% of Budget.** The City's collection rate for a percentage of levy is 98.51% for 2016. Total collection rate including delinquent for the year is 99.42%.
- **Licenses & Permits - \$259,518 or 105% of budget.** Building permits are at 101% of budget (\$203,395) and liquor licenses are at 109% of budget (\$37,490).
- **Intergovernmental - \$2,230,732 or 113% of budget.** Police Insurance Premium is at 121% of budget (\$157,107) and Fire Relief Insurance Premium is at 104% of budget (\$129,759).



# Finance Department Report

- **Charges for services - \$807,721 or 99% of budget.** Majority of charges for services are at 100% of budget. However the budgeted amount for the Grand Itasca Security charges for services was under budget. The unorganized township fire contract fees are at 110% of the budget.
- **Fines and Forfeits - \$73,858 or 78% of the budget.** Court fines are 82% of budget and the Parking Ticket Fines are at 86% of budget.
- **Miscellaneous - \$90,753 or 190% of budget.** Includes \$15,711 in unbudgeted grant/contribution income and \$42,967 in insurance recovery money.
- **TOTAL - General Fund Revenue is \$8,541,362 or 101% of budget.**

# Finance Department Report

## GENERAL FUND EXPENDITURES

- **General Government - \$2,399,222 or 100% of budget.** Includes Administration, Community Development, Council, Finance, Information Technology, City Hall, City Wide.
- **Public Safety - \$3,179,061 or 99% of budget.** Includes Police, Grand Itasca Security & Fire.
- **Public Works - \$2,193,786 or 101% of budget.** Includes Engineering, Fleet Maintenance and Public Works. An unfilled position in Engineering allowed Public Works to come in closer to budget.
- **Culture & Recreation - \$119,282 or 92% of budget.**
- **TOTAL - Total General Fund expenditures are \$7,891,351 or 100% of budget.**
- **Total Revenue over Expenditures is \$238,000**

# Finance Department Report

- **Total Revenue over Expenditures is \$238,000**

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:

<b>General Fund Balance</b>		
<u>Year</u>	<u>Amount<sup>(1)</sup></u>	<u>Increase (Decrease)<sup>(1)</sup></u>
2007	\$5,802,000	\$71,000
2008	5,072,000	(730,000)
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

<sup>(1)</sup>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 Revenue over Expenditures is \$238,000**

At December 31, 2016, the fund balance of the General Fund was as follows:

Fund Balance Constraint	Balance 12/31/15	Increases (Decreases)	Balance 12/31/16	Targeted Balance	Difference
<b>Nonspendable:</b>					
Interfund loan	\$181,602	\$409,007	\$590,609	\$590,609	\$ -
Prepaid items	125,181	(33,469)	46,345	46,345	-
<b>Restricted:</b>					
Cash - Superior USA	8,960	1,491	10,451	10,451	-
Donor restrictions	8,225	(1,099)	7,126	7,126	-
<b>Committed:</b>					
Revenue stabilization	422,995	94,874	517,869	816,262	(298,393)
<b>Unassigned:</b>					
Cash flow	3,306,966	74,868	3,381,834	3,381,834	-
Compensated absences	349,602	18,337	367,939	367,939	-
Emergency / unanticipated	816,262	27,388	843,650	843,650	-
Economic development	697,469	(224,362)	473,107	697,469	(224,362)
Unassigned	83,613	(83,613)	-	-	-
<b>Total</b>	<b>\$6,000,875</b>	<b>\$283,422</b>	<b>\$6,238,930</b>	<b>\$6,761,685</b>	<b>(\$522,755)</b>

# Finance Department Report

## **PROJECTS FOR FINANCE IN 2017:**

- Start budgeting process for 2018
- Work on Council Strategic goals
- File Annual Financial Report to Office of State Auditor
- Submit Comprehensive Annual Financial Report for Certificate of Achievement for Excellence in Financial Reporting Program
- Prepare for implementing new Time Tracking Software
- Issue Bonds for CP2009-1, 4<sup>th</sup> Ave & 13<sup>th</sup> St NW, 9<sup>th</sup> St NE, and 14<sup>th</sup> St NW Overlay

# 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

Each member of the Finance department has been cross-trained so that we can have adequate coverage if someone needs to be absent.

# Finance Department Report

**QUESTIONS?**





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0312      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Filed  
**File created:** 5/4/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Construction Update - Engineering

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Received and Filed	

Construction Update - Engineering



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0274      **Version:** 1      **Name:** GPZ Design Proposal - Taxilane  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 4/20/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider approving professional services agreement with SEH for design services related to the Taxilane Construction project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Taxilane Construction - Design Proposal](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved As Presented	Pass
4/24/2017	1	City Council	Postponed	

Consider approving professional services agreement with SEH for design services related to the Taxilane Construction project.

### **Background Information:**

The Taxilane Construction project is listed on the airports 5-year CIP plan for construction in 2018. The project includes the construction of a new taxilane in the area of the new hangars southwest of the terminal building. In order to begin the grant application process, work needs to begin on the design of the apron for submittal to the FAA. The attached contract includes design services and is a lump sum fee of \$14,900. Of this amount, the FAA covers 90% and the Local share is 10%. Of the Local 10%, the City of Grand Rapids is responsible for half of this amount, with the other half being paid by Itasca County. The total amount the City will be responsible for is \$745.00

### **Staff Recommendation:**

City staff is recommending approval of the professional services agreement with SEH for design services related to the Taxilane Construction project.

### **Requested City Council Action**

A motion approving the professional services agreement with SEH for design services related to the Taxilane Construction project.

ARCHITECT/ENGINEER AGREEMENT

Between

City of Grand Rapids, Minnesota

\_\_\_\_\_  
(OWNER)

and

Short Elliott Hendrickson Inc.

\_\_\_\_\_  
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids - Itasca County Airport, entitled:

2017 Taxilane Construction,

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

## ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

## ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.

- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
  - 1) Travel and subsistence.
  - 2) Computer services.
  - 3) Outside professional and technical services.
  - 4) Identifiable reproduction and reprographic charges.
  - 5) Expendable field supplies and special field equipment rental.
  - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

- 3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.

- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

## ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

## ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

## ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

## ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
  1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.



If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
  10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
  11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
  12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
  13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

## ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

## ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

### ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

### ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

### ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

### ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City Engineer  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

**City of Grand Rapids, Minnesota**  
\_\_\_\_\_  
OWNER

**Short Elliott Hendrickson Inc.**  
\_\_\_\_\_  
CONSULTANT

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

By \_\_\_\_\_

Attachments: A, B, C

**ATTACHMENT A**  
**PROPOSAL FOR ENGINEERING SERVICES**  
**GRAND RAPIDS – ITASCA COUNTY AIRPORT**  
**2017 TAXILANE CONSTRUCTION**  
**FINAL DESIGN, PLANS AND SPECIFICATIONS, AND BIDDING SERVICES**

**PROJECT SCOPE:**

This project consists of construction of a taxilane for future hangar development at the Grand Rapids – Itasca County Airport. In addition to construction of the taxilane, additional elements of the project include improved surface and subsurface drainage, pavement marking, and other related and miscellaneous work items. The construction of the taxilane will expand development opportunities and improve safety at the Airport.

Design services will include designing the taxilane according to the existing Airport Layout Plan (ALP) and discussions with the FAA.

**SCOPE OF SERVICES:**

Services to be provided include project formulation, program coordination, final design, preparation of bidding documents, bidding services and project management.

Specific tasks to be performed by the Consultant are as follows:

1. Scoping, Review and Project Coordination: Detailed project scoping, including review and coordination with MnDOT, FAA, and other regulatory agencies. Update scope as needed based on input received.
2. Project Formulation: Completion of the project and grant pre-application, cost breakdowns and eligibility determinations. The required categorical exclusion checklist and letter will also be submitted to the FAA for approval. An engineer's design report will be completed and submitted as part of the FAA grant process.
3. Topographical Survey: A comprehensive field survey will be completed to obtain topographical information including building corners, storm sewer inlets, existing pavement, relevant ground elevations, and any other site features necessary for design considerations.
4. Construction Safety Plan / Airspace Analysis: A construction safety and phasing plan will be prepared for the project and submitted to the FAA for the review and approval. A safety checklist form and an airspace analysis during construction are required to be submitted with the safety plan.
5. Detailed Design: Detailed design including pavement design for new bituminous pavement, taxilane geometric coordination, utility coordination, and surface and subsurface drainage analysis.
6. Final Construction Plans: Prepare construction drawings consisting of approximately the following plan sheets.
  - Title sheet
  - Construction Safety Plan

- Statement of Estimated Quantities
  - Typical Sections
  - Removal Plan
  - Erosion Control Plan and Details
  - Topography and Grading Plan drawings for new pavements
  - Pavement Jointing Plan and Details
  - Pavement Marking Plan and Details
  - Details, Standard Plates, Construction Notes
7. Quantity Calculations and Cost Estimate: Quantities will be calculated for use on the bid form and for updating the construction cost estimates.
  8. Construction Bidding Documents: Prepare a bid proposal project manual consisting of advertisement for bids, table of contents, MnDOT / FAA requirements, proposal documents, specifications, special provisions, wage rates and schedule of prices.
  9. Quality Control Review: Provide quality control reviews and final review of the plans and specifications.
  10. Subcontractor Coordination: Scheduling, coordination, project site escorting, and review of subcontractor deliverables, including subcontracts, reports and design data.
  11. Bidding and Award: Assist the Owner with obtaining construction bids for proposed improvements. Assist the Owner with securing a grant from the FAA and MnDOT for this project. Make a recommendation to the Owner on award of construction contract.
  12. Project Management: Overall administration of the project, including internal and external meetings, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec. Standard penetration soil borings, and a geotechnical analysis will be performed by Braun Intertec, of St. Cloud, Minnesota.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

May 12, 2017	Submission of Engineer's Design Report
May 12, 2017	Submission of Construction Safety and Phasing Plan
June 1, 2017	Advertisement for Bids
June 22, 2017	Bid Opening
June 27, 2017	Contract Award Recommendation
June 29, 2017	Grant Request Submittal

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT "B"**  
**2017 TAXILANE CONSTRUCTION**  
**Final Design, Plans and Specifications, and Bidding Services**  
**Grand Rapids - Itasca County Airport**

Task No.	Task Description	Project Manager	Project Engineer	Planner	Survey Crew Chief	Instrument Operator	Senior Technician	Admin Technician
1.	Scoping, Review and Coordination	2	2					
2.	Project Formulation	2	2	2			2	
3.	Topographic Survey				4	4	2	
4.	Construction Safety Plan/Airspace Analysis		2				4	
5.	Detailed Design		8					
6.	Final Construction Plans		8				16	
7.	Quantity Calculations and Cost Estimates		4					
8.	Construction Bidding Documents		16					2
9.	Quality Control Reviews	2						
10.	Subcontractor Coordination		2					2
11.	Bidding and Award	6						2
12.	Project Management	2						
	<b>Total hours per labor category</b>	<b>14</b>	<b>44</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>24</b>	<b>6</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	14	\$64.48	\$902.72
Project Engineer	44	\$43.15	\$1,898.60
Planner	2	\$51.44	\$102.88
Survey Crew Chief	4	\$34.00	\$136.00
Instrument Operator	4	\$27.00	\$108.00
Senior Technician	24	\$33.41	\$801.84
Admin Technician	6	\$24.51	\$147.06

Total Direct Labor Costs:	98	\$4,097.10
Salary Overhead (34%)		\$1,393.01
General and Administrative Overhead (138%)		\$5,654.00
<b>Total Labor Costs</b>		<b>\$11,144.11</b>
<b>Fee (15%)</b>		<b>\$1,671.62</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Equipment Usage	98	\$3.00	\$294.00
Travel - Mileage	360	\$0.53	\$190.80
Survey Equipment (Total Station)	4	\$30.00	\$120.00
Survey Equipment (GPS)	4	\$30.00	\$120.00
Survey Van	4	\$4.50	\$18.00
Geotechnical Investigation (Braun Intertec)	1	\$1,250.00	\$1,250.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00
<b>Total Expenses</b>			<b>\$2,092.80</b>

Total (Labor Costs + Fee + Expenses) \$14,908.53

**SUMMARY:**

Estimated Total **\$14,900.00**



## ATTACHMENT C

### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

### **A1.1.1 RACE/GENDER NEUTRAL LANGUAGE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

#### **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **OCCUPATIONAL SAFETY AND HEALTH ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

#### **Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a

prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0304      **Version:** 1      **Name:** Basin sediment testing proposal  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/3/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017

**Title:** Consider entering into a contract with American Engineering Testing for Pond Sediment Testing in the amount of \$3,132.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [sediment\\_aet](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved As Presented	Pass

Consider entering into a contract with American Engineering Testing for Pond Sediment Testing in the amount of \$3,132.00.

**Background Information:**

As required by our MS4 permit, storm basin maintenance is necessary to maintain the effectiveness of the BMP's. The MPCA requires that the sediment be tested prior to excavation to determine if harmful pollutants are present. This contract includes the sampling and testing of the material. Project will be funded out of the stormwater utility.

**Staff Recommendation:**

City staff is recommending entering into a contract with American Engineering Testing for Pond Sediment Testing in the amount of \$3,132.00.

**Requested City Council Action**

Make a motion approving a contract with American Engineering Testing for Pond Sediment Testing in the amount of \$3,132.00.





May 3, 2017

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744-2662  
sanderson@ci.grand-rapids.mn.us

Attn: Mr. Steve Anderson  
Mr. Matt Wegwerth  
Mr. Jeff Davies

RE: Sediment Sampling and Testing Proposal  
Stormwater Ponds A and B  
City of Grand Rapids, Minnesota  
AET Proposal No. 03-06743

Dear Gentleman:

American Engineering Testing, Inc. (AET) is pleased to offer sediment sampling and testing services to the City of Grand Rapids at the above-referenced site(s). This proposal has been prepared in response to the Request for Proposal provided by the City and describes our understanding of the site, the purpose, scope, schedule, fees, and other information regarding our services.

## PURPOSE

AET understands that the City of Grand Rapids intends to dredge sediments from the storm water detention ponds A and B located in City of Grand Rapids. Information provided by the City indicates that Pond A is .30 acres and Pond B is .24 acres in size and is relatively shallow, averaging 6 inches to 3 feet in depth in areas where standing water is present.

The purpose of this sediment sampling and testing is to determine appropriate management options for dredged sediments, in accordance with the Minnesota Pollution Control Agency (MPCA) "Managing Stormwater Sediment Best Management Practice Guidance" (MPCA document no. wq-strm4-16, June 2015).

## SCOPE OF SERVICES

In order to achieve the best possible outcome for this project, AET will perform the following tasks:

- Collect sediment cores up to three feet long at (2-3) sample locations using hand-operated sampling equipment in Pond A and in Pond B, (2) samples total from each pond will be obtained from 0-3 feet below surface for chemical analysis. The samples will be obtained at the inlet(s) and transect to the outlet.



- Submit 2 samples and 1 duplicate sample from each pond using standard chain-of-custody procedures to a fixed-based laboratory for the following analyses (4) total samples:
  - 17 cPAHs and noncarcinogenic PAHs by EPA Method 8270; and
  - Arsenic and copper by ICP-MS Method SW 6020
- Interpret data from laboratory analytical report and provide data in tabular electronic form in Microsoft Word and Excel format.
- Prepare a brief letter report, identifying types and levels of sediment contamination and recommending sediment management options for the City during the dredging project.

For the purpose of this proposal, we assume that the pond will be safely accessible by our technician. Additional costs may apply for chemical analysis not stated above, but specifically requested by the client.

#### **PERFORMANCE SCHEDULE**

AET can complete the field sampling for this project within a week of receiving authorization to proceed. Laboratory analysis of samples will require approximately 10 working days, and a letter report will be submitted to the City within one week of receiving final laboratory reports. Please let us know if this timetable does not meet your schedule as we are available to consider any special needs that you may have.

#### **CONDITIONS**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement – Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

#### **FEES**

Our fees for services will be charged on a time and materials basis in accordance with our current schedule of fees, which is attached. The estimated cost for the project is \$3,132.00.

#### **ACCEPTANCE**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal.

City of Grand Rapids  
AET Proposal No. 03-06743  
May 3, 2017  
Page 3

Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me at your convenience.

Sincerely,  
American Engineering Testing, Inc.



Eric P. Oleson, EP  
Environmental Professional  
Phone: 715-828-1476  
Email: eoleson@amengtest.com

Attachments: Cost Estimate Spreadsheet

<b>PROPOSAL ACCEPTANCE</b>	
Signature _____	Date _____
Typed/Printed Name: _____	
Company _____	

AET Service Agreement



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0289      **Version:** 1      **Name:** Consider the appointment of Tony Clifton to the position of Haz-Mat Officer with the Grand Rapids Fire Department.

**Type:** Agenda Item      **Status:** Passed

**File created:** 4/28/2017      **In control:** City Council

**On agenda:** 5/8/2017      **Final action:** 5/8/2017

**Title:** Consider the appointment of Tony Clifton to the position of Haz-Mat Officer with the Grand Rapids Fire Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved As Presented	Pass

Consider the appointment of Tony Clifton to the position of Haz-Mat Officer with the Grand Rapids Fire Department.

**Background Information:**

With the recent appointment of And Horton to Safety Officer, there is an opening for Haz-Mat Officer. The position has been posted and interviews were held on April 27, 2017. The interview committee consisting of 1st Assistant Fire Chief Bryan Zuehlke, 2nd Assistant John Linder, Captain Travis Cole, and Captain Shawn Graeber are recommending the appointment of Tony Clifton to the position.

With this appointment, the position of Haz-Mat Training Assistant is the only remaining position that will need to be filled. We will come back to the City Council at a later date with a recommendation for filling that vacancy.

**Staff Recommendation:**

Fire Chief Mike Liebel, at the recommendation of the interview committee, is recommending the appointment of Tony Clifton to the position of Haz-Mat Officer effective May 9, 2017.

**Requested City Council Action**

Make a motion to appointment Tony Clifton to the Haz-Mat Officer position with the Grand Rapids Fire Department at a rate of \$457.35 per month effective May 9, 2017.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0288      **Version:** 1      **Name:** Appointment of Jeffrey Roerick to the position of Police Officer.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 4/27/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider appointment of Jeffrey Roerick to the position of Police Officer.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved As Presented	Pass

Consider appointment of Jeffrey Roerick to the position of Police Officer.

**Background Information:**

The Police Chief has reviewed the eligibility list adopted for the vacant Police Officer position. He has concluded the selection process and would like to make an offer of employment to Mr. Jeffrey Roerick, contingent upon successful completion of a drug test, pre-employment physical, and psychological exam.

Jeff was born in Grand Rapids, Minnesota and graduated from Grand Rapids High School. After high school, Jeff attended Itasca Community College (ICC), where he received an Associate of Arts degree. He also received an Associate of Science degree in Psychology in 2009 before attending Bemidji State University, where he received a Bachelor's degree in Criminal Justice in 2011. He attended Hibbing Community College (HCC) in 2012 to complete his law enforcement skills certificate.

In November of 2012, Jeff was hired by Midwest Monitoring and Surveillance. This business contracts with the Department of Corrections (DOC) and County Probation offices to monitor criminals who have mainly been convicted of Driving While Intoxicated (DWI). In September of 2013, Jeff was hired as a part-time officer with the City of Coleraine and the City of Bovey and in 2014 he was hired with the City of Grand Rapids as a part-time hospital security officer. In February 205, Jeff was hired as a Surveillance Officer for the Itasca County Probation Office, the position he is currently in.

**Staff Recommendation:**

Police Chief Scott Johnson and Assistant Police Chief Steve Schaar have recommended the appointment of Jeffrey Roerick to the position of Police Officer.

**Requested City Council Action**

Make a motion appointing Jeffrey Roerick to the position of Police Officer effective on a date to be determined at a rate of \$25.30, which is the starting wage according to the Bargaining Agreement by and between the City of Grand Rapids and Law Enforcement Labor Services, Inc. subject to a drug test, pre-employment physical and psychological exam.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0290      **Version:** 1      **Name:** Closing of City Hall on Monday, July 3, 2017.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 4/28/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider closing City Hall on Monday, July 3, 2017.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved	Pass

Consider closing City Hall on Monday, July 3, 2017.

**Background Information:**

City Hall will be closed on Tuesday, July 4, 2017, as it is an official holiday. Because many employees will typically submit a Flexible Time Off (FTO) request for Monday, July 3, 2017, and it's a very slow day for public inquiries, we would like to propose closing City Hall that day as well. Because it's not an official holiday, employees would have the option of working behind closed doors or utilizing FTO.

**Staff Recommendation:**

City Administrator Tom Pagel has recommended closing City Hall on Monday, July 3, 2017.

**Requested City Council Action**

Make a motion to authorize the closing of City Hall on Monday, July 3, 2017 and allow employees to either work behind closed doors or utilize Flexible Time Off.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0297      **Version:** 1      **Name:** Greenway Joint Recreation Board Withdrawal  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 5/2/2017      **In control:** City Council  
**On agenda:** 5/8/2017      **Final action:** 5/8/2017  
**Title:** Consider a resolution withdrawing from the Greenway Joint Recreation Board Tax.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [5-8-27 Resolution Withdrawing from the GJRB.pdf](#)  
[OriginalResolutionandLaw.pdf](#)

Date	Ver.	Action By	Action	Result
5/8/2017	1	City Council	Approved As Presented	Pass

Consider a resolution withdrawing from the Greenway Joint Recreation Board Tax.

### **Background Information:**

Attached is a proposed withdrawal resolution, State Law, and original Grand Rapids Township resolution, that provides the history regarding the Greenway Joint Recreation Board Tax that is levied on City of Grand Rapids properties located within the ISD 316 boundary.

### **Staff Recommendation:**

City staff is recommending the resolution withdrawing from the Greenway Joint Recreation Board Tax.

### **Requested City Council Action**

Make a motion adopting a resolution withdrawing from the Greenway Joint Recreation Board Tax.

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

**RESOLUTION NO. 1\_ \_**

**Resolution Withdrawing from the Greenway Joint Recreation Board Tax**

**WHEREAS**, in 1981, the State granted the Greenway Joint Recreation Board the authority to levy a voluntary tax within the boarder of ISD 316 for recreational purposes; and

**WHEREAS**, the law allowed for townships and cities to volunteer to have property taxed imposed; and

**WHEREAS**, the law allowed for townships and cities to withdraw from the property taxed; and

**WHEREAS**, the Grand Rapids Township Board by resolution on October 6, 1981 volunteered to participate in the taxing district; and

**WHEREAS**, Grand Rapids Township no longer exists as a result of annexation by the City of Grand Rapids; and

**WHEREAS**, that portion of City of Grand Rapids property, located within the ISD 316 boundary, is still being tax for the Greenway Joint Recreation Board; and

**WHEREAS**, the City of Grand Rapids provides recreation opportunities to its residents through property taxes and does not want property owners being taxed twice for recreational opportunities.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Grand Rapids hereby formally withdraws from the Greenway Joint Recreation Board Tax effective immediately.

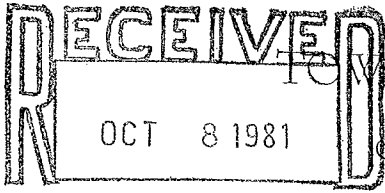
Adopted this \_\_ day of \_\_\_\_\_ 201\_.

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

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk





TOWN OF GRAND RAPIDS

55-25

Grand Rapids, Minnesota 55744

Office of:

AUDITOR'S OFFICE  
ITASCA COUNTY, MINN.

The following resolution was offered by Supervisor Geo. Reid, Jr.

Whereas, the Legislature has by 1981 Session Laws, authorized a Greenway Joint Recreation Board to levy a tax not to exceed 3.5 mills upon the value of property located within the territory of Independent School District # 316 according to the terms of Chapter 281

Therefore be it resolved, that the Town of Grand Rapids hereby approve a mill levy not to exceed 3.5 mills upon the value of property within that portion of Independent School District # 316 located within the Town of Grand Rapids

Be it further Resolved, that the Clerk file with the Secretary of State the Certificate of Approval of the Special Law and a copy of the Town Board Resolution.

Upon vote the following Supervisors voted in favor of the Resolution

Arthur H. Robinson.

Adolph T. Anderson

George Reid, Jr.

The Following Supervisors voted against

None

The following Supervisors abstained

None

Dated this 6th day of October 1981

ordinance after notice and hearing establish a storm sewer reserve fund for the district and may annually levy a tax ~~not exceeding one mill~~ on all the taxable property in the district for the support of the fund in an aggregate amount equal to the actual or estimated cost, whichever is less, of the improvement projects identified in the capital improvement program for the district. The proceeds of the tax shall be paid into the storm sewer reserve fund for the district and used for no other purpose than to pay capital costs of improvement projects therein including principal and interest on obligations issued pursuant to Minnesota Statutes, Section 444.19.

Sec. 33. Laws 1981, chapter 281, section 1, is amended to read:

**Section 1. GREENWAY JOINT RECREATION BOARD TAX.**

The Greenway joint recreation board may levy a tax ~~not to exceed 3.5 mills on the value of taxable~~ property situated in the territory of Independent School District No. 316 in accordance with this act. Property in territory in the school district may be made subject to the tax permitted by this act by the agreement of the governing body or town board of the city or town where it is located. The agreement may be by resolution of a governing body or town board or by a joint powers agreement pursuant to section 471.59. If levied, the tax is in addition to all other taxes on the property subject to it permitted to be levied for park and recreation purposes by the cities and towns other than for the support of the joint recreation board. It shall be disregarded in the calculation of all other mill rate or per capita tax levy limitations imposed by ~~law or~~ charter upon them. A city or town may withdraw its agreement to future taxes by notice to the recreation board and the county auditor unless provided otherwise by a joint powers agreement. The tax shall be collected by the Itasca county auditor and treasurer and paid directly to the Greenway joint recreation board.

Sec. 34. Laws 1984, chapter 502, article 13, section 8, is amended to read:

**Sec. 8. CLOQUET; PUBLIC TRANSPORTATION.**

Upon conditions mutually agreed, the city of Cloquet may contract with a privately owned public transportation system to provide transportation services to the people of the city. The city may disburse money to discharge the terms of the contract. The city may annually levy a ~~property tax not to exceed one mill on the taxable property in the city~~ for the purpose of discharging the contract obligations. The amount of tax levied is in addition to all others permitted by law and must be disregarded in the calculation of ~~statutory or other~~ charter limitations on property tax levies.

**Sec. 35. REPEALER.**

Laws 1939, chapter 219, section 1; Laws 1961, chapters 30, section 1; 276, section 1; 439, section 1; Laws 1963, chapter 228, section 1; Laws 1971, chapters 515, section 1; 770; Laws 1973, chapter 445, section 1; Laws 1974, chapter 209; Laws 1984, chapter 502, article 13, section 10, as amended by Laws 1986,

New language is indicated by underline, deletions by ~~strikeout~~.