



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail 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 will be held on Monday, April 24, 2017 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### PRESENTATIONS/PROCLAMATIONS

17-0265 Retired & Senior Volunteer Program Update ~ Lisa Randall

### 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.*

**5:05 PM PUBLIC FORUM**

**5:10 PM COUNCIL REPORTS**

**5:12 PM APPROVAL OF MINUTES**

17-0279 Consider approving Council minutes for Monday, March 13, 2017 Regular Meeting.

**Attachments:** [March 13, 2017 Regular Meeting.pdf](#)

**5:13 PM VERIFIED CLAIMS**

17-0270 Consider approving the verified claims for the period April 4, 2017 to April 17, 2017 in the total amount of \$657,972.17.

**Attachments:** [COUNCIL BILL LIST 04-24-17.pdf](#)

**5:14 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.     17-0252     Resignation of Joe Rabbers from the Part-time Hospital Security roster.
  
2.     17-0253     Return of Jeremiah Puelston from his leave of absence as Firefighter.
  
3.     17-0255     Consider approving 2017 City Council Outcome Goals  
**Attachments:**    Final 2017 Initial Data Sheet.pdf
  
4.     17-0258     Consider approving a change order with HR Green for engineering services related to CP 2009-1, 2017 Infrastructure Improvements Project  
**Attachments:**    Invoice
  
5.     17-0261     Consider accepting Grand Rapids EDA Annual Report for the year 2016.  
**Attachments:**    GREDA Annual Report for 2016
  
6.     17-0263     Consider approving Gavin Kuschel and Terry Norgard as 2017 Spring/Summer Part-Time Maintenance workers for the Public Works Department.
  
7.     17-0267     Consider approving temporary liquor license for ElderCircle, event scheduled for June 8, 2017.  
**Attachments:**    ElderCircle - Temp. Liquor License App..pdf
  
8.     17-0268     Consider approving 2017 animal Control Facility Agreements with the cities of Bovey, Coleraine, Cohasset, and Itasca County.  
**Attachments:**    2017 Domestic Animal Control Agreement Itasca County.docx  
                          2017 Domestic Animal Control Facility Agreement Bovey.docx  
                          2017 Domestic Animal Control Facility Agreement Coleraine.docx  
                          2017 Cohasset Domestic Animal Control Agreement Dec 2015.docx
  
9.     17-0269     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.  
**Attachments:**    St. Joe's Temp. Liquor License.pdf
  
10.    17-0271     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.
  
11.    17-0272     Consider authorizing Gartner Refrigeration to perform repairs on rooftop equipment at the IRA Civic Center.
  
12.    17-0276     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.

**5:15 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.*

**5:16 DEPARTMENT HEAD REPORT**

PM

13. [17-0280](#) Pokegama Golf Course ~ Bob Cahill

**5:25 COMMUNITY DEVELOPMENT**

PM

14. [17-0275](#) Consider adoption of a resolution approving the Second Amendment to Contract for Private Development with Majestic Pines Grand, LLC
- Attachments:** [Grand Rapids Majestic Pines RESOLUTION APPROVING SECOND AMENDM](#)  
[Grand Rapids Majestic Pines SECOND AMENDMENT TO CPD - 498128v1.pdf](#)

**5:30 PUBLIC HEARINGS**

PM

15. [17-0266](#) 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.
16. [17-0262](#) 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.
- Attachments:** [Ordinance: Brewery/Taproom Text Amendments](#)  
[Exhibit "A" - Sec. 30-421. Definitions](#)  
[Exhibit "B" - Sec. 30-512. Table of uses permitted](#)  
[Exhibit "C" - Sec. 30-564. Uses with restrictions](#)

**6:00 ENGINEERING**

PM

17. [17-0259](#) Consider approving a Second Addendum to the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement
- Attachments:** [Airport Addendum \(MOU\) Final\\_041117](#)
18. [17-0264](#) Consider adopting a resolution requesting the revocation of a portion of MSA Street System and the designation of new MSAS routes.
- Attachments:** [4-17-17 Res revoking and redesignating](#)
19. [17-0273](#) Consider approving professional services agreement with SEH for design services

related to the General Aviation Apron Reconstruction project.

**Attachments:** Apr 2017 Contract Proposal - GA Apron Design Only

20. 17-0274 Consider approving professional services agreement with SEH for design services related to the Taxilane Construction project.

**Attachments:** Taxilane Construction - Design Proposal

**6:15 FINANCE DEPARTMENT  
PM**

21. 17-0257 Decertify Tax Increment Financing District 1-5 Black Bear Homes.

**Attachments:** Grand Rapids reso decertifying TIF 1-5.pdf

**6:20 PUBLIC WORKS DEPARTMENT  
PM**

22. 17-0260 Consider authorizing Public Works Department to accept low quote from AJ Smith Custom Carpentry for \$6300 to replace Sports Complex Concession Stand asphalt shingles

**Attachments:** AJ SMITH 2017 CONCESSION STAND REROOF  
CN Construction Concession Stand Roof

23. 17-0277 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.

**6:30 ADMINISTRATION DEPARTMENT  
PM**

24. 17-0256 Appointment of Tracy Kampa to the Children's Librarian position.

**6:35 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR MAY 8, 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)

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**File #:** 17-0265      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 4/18/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Retired & Senior Volunteer Program Update ~ Lisa Randall  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Retired & Senior Volunteer Program Update ~ Lisa Randall



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0279      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 4/20/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider approving Council minutes for Monday, March 13, 2017 Regular Meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [March 13, 2017 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, March 13, 2017 Regular Meeting.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, March 13, 2017

5:00 PM

City Hall Council Chambers

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**Amended 3-10-17**

**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 13, 2017 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 4 - Councilor Dale Christy  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**Absent** 1 - Mayor Dale Adams

### Others present:

*Tom Pagel, Chad Sterle, Steve Schaar, Barb Baird, Erik Scott, Jeff Davies, Lynn DeGrio*

### MEETING PROTOCOL POLICY

**5:01 PM PUBLIC FORUM**

*None.*

**5:06 PM COUNCIL REPORTS**

*Councilor Blake reports testimony given before legislature.*

*Mayor ProTem Christy acknowledges all High School winter sports teams and band, congratulating them all on their successes.*

**5:10 PM APPROVAL OF MINUTES**

Consider approving Council minutes for Monday, February 27, 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.**

**5:11 CONSENT AGENDA  
PM**

1. Consider certifying a new Police Officer eligibility list as recommended by the Search Committee.  
**Approved by consent roll call**
  
2. Consider adopting a resolution accepting 2017 Wellness Grant from Northeast Service Cooperative.  
**Adopted Resolution 17-21 by consent roll call**
  
3. Consider a resolution accepting and approving donations and sponsorships for the IRA Civic Center Multi-Use Pavilion received and/or pledged.  
**Adopted Resolution 17-22 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 to allow staff to apply for an Outdoor Recreation Grant.  
**Adopted Resolution 17-23 by consent roll call**
  
6. Consider approving temporary liquor license applications for United Way of 1000 Lakes, events scheduled for April 7, May 5, & June 2, 2017.  
**Approved by consent roll call**
  
7. Consider approving a temporary liquor application for Reif Arts Council, event scheduled for April 25, 2017.  
**Approved by consent roll call**

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

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

**Aye** 4 - Councilor Dale Christy  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**ACKNOWLEDGE BOARDS & COMMISSIONS**

8. Consider acknowledging approved minutes for Boards & Commissions.



**Acknowledge Boards and Commissions****5:15 DEPARTMENT HEAD REPORT  
PM**

9. Public Works ~ Jeff Davies

*PW Director Jeff Davies provides semi-annual report, including snow removal, road maintenance and upcoming season. The complete report is on file in Administration for all to view.*

**Received and Filed**

**5:25 INFORMATION TECHNOLOGY  
PM**

10. Consider approving the purchase of a new server from SHI.

**A motion was made by Councilor Blake, seconded by Councilor Connelly, to approve purchase of new server from SHI. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:30 ADMINISTRATION DEPARTMENT  
PM**

11. Consider accepting notice of retirement from Darla Kirwin, Children's Librarian, from the Grand Rapids Area Library.

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Bill Zeige, accepting notice of retirement from Darla Kirwin, Children's Librarian. The motion PASSED by unanimous vote.**

12. Consider appointing applicant to the Planning Commission to fill unexpired term through March 1, 2020.

**A motion was made by Councilor Rick Blake, seconded by Councilor Tasha Connelly, to appoint Susan Zeige to the Planning Commission, filling an unexpired term through March 1, 2020. The motion PASSED by unanimous vote.**

13. Consider adopting a resolution in support of state funding for voting equipment replacement.

**A motion was made by Councilor Zeige, seconded by Councilor Connelly, to adopt Resolution 17-24, supporting state funding for voting equipment. The motion carried by the following vote.**

**Aye** 4 - Councilor Dale Christy  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:40 VERIFIED CLAIMS  
PM**

15. Consider approving the verified claims for the period February 22, 2017 to March 6, 2017 in the total amount of \$469,007.56.

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

**Aye** 4 - Councilor Dale Christy  
Councilor Bill Zeige  
Councilor Rick Blake  
Councilor Tasha Connelly

**5:45 ADJOURNMENT  
PM**

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Bill Zeige, to adjourn the meeting at 5:31 PM. The motion PASSED by unanimous vote.**

**ADJOURNMENT**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0270      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 4/19/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider approving the verified claims for the period April 4, 2017 to April 17, 2017 in the total amount of \$657,972.17.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [COUNCIL BILL LIST 04-24-17.pdf](#)

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

### **Requested City Council Action**

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

DATE: 04/18/2017  
 TIME: 16:00:55  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/24/2017

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	247.25
1321525	MUNICIPAL CODE CORPORATION	950.00
TOTAL ADMINISTRATION		1,197.25
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	36.49
0221650	BURGGRAF'S ACE HARDWARE INC	46.97
0315455	COLE HARDWARE INC	50.91
0609457	FILTHY CLEAN INC	650.00
0920060	ITASCA COUNTY TREASURER	294.09
1000068	JK MECHANICAL CONTRACTORS INC	2,351.50
1909510	SIM SUPPLY INC	336.75
2018680	TRU NORTH ELECTRIC LLC	580.00
TOTAL BUILDING MAINTENANCE-CITY HALL		4,346.71
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	66.41
TOTAL COMMUNITY DEVELOPMENT		66.41
FIRE		
0315455	COLE HARDWARE INC	70.40
0401804	DAVIS OIL	623.76
0415500	DOMINO'S PIZZA	139.46
0513231	EMERGENCY APPARATUS	12,667.50
0920060	ITASCA COUNTY TREASURER	103.04
2300600	W.P. & R.S. MARS COMPANY	121.07
TOTAL FIRE		13,725.23
INFORMATION TECHNOLOGY		
1309332	MN STATE RETIREMENT SYSTEM	1,282.33
TOTAL INFORMATION TECHNOLOGY		1,282.33
PUBLIC WORKS		
0103325	ACHESON TIRE COMPANY INC	190.00
0221650	BURGGRAF'S ACE HARDWARE INC	366.92
0301685	CARQUEST AUTO PARTS	34.87

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/24/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0315455	COLE HARDWARE INC	127.59
0401804	DAVIS OIL	1,265.93
0501650	EARL F ANDERSEN	3,568.35
0801836	HAWKINSON SAND & GRAVEL	1,296.81
0920060	ITASCA COUNTY TREASURER	631.83
0920061	ITASCA COUNTY TREASURER	7.80
1200500	L&M SUPPLY	197.71
1301026	MAIN STREET DESIGN INC	5,166.00
1309355	MINNESOTA TORO	295.00
1321725	MUTT MITT	465.70
1415640	NORTRAX EQUIPMENT COMPANY	3,084.41
1421155	NUCH'S IN THE CORNER	10.21
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,087.50
1908248	SHERWIN-WILLIAMS	474.25
2018755	TRUSCO MFG COMPANY	235.03
2209421	VIKING ELECTRIC SUPPLY INC	979.48
	TOTAL PUBLIC WORKS	19,485.39
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	5.97
0718021	GRAND RAPIDS GM INC	-45.94
0920060	ITASCA COUNTY TREASURER	77.86
1301720	MATCO TOOLS	157.45
	TOTAL FLEET MAINTENANCE	195.34
POLICE		
0221650	BURGGRAF'S ACE HARDWARE INC	11.99
0301685	CARQUEST AUTO PARTS	541.20
0308096	CHADER BUSINESS EQUIPMENT	838.00
0718021	GRAND RAPIDS GM INC	59.67
0920060	ITASCA COUNTY TREASURER	3,118.77
1200500	L&M SUPPLY	149.99
1201434	LAKE WOODS CHRYSLER	337.62
1301168	MARKETPLACE FOODS	62.56
1309292	MN PEACE OFFICER STANDARDS	540.00
1605665	PERSONNEL DYNAMICS LLC	1,166.40
1609925	PIZZA WORKS	111.04
1801570	RAPIDS AUTO WASH	48.00
1920233	STREICHER'S INC	61.17
2000400	T J TOWING	165.00
	TOTAL POLICE	7,211.41

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/24/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
RECREATION		
1401060	NATIONAL ARBOR DAY FOUNDATION	30.00
	TOTAL RECREATION	30.00
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	50.46
0221650	BURGGRAF'S ACE HARDWARE INC	7.00
0405223	DEER RIVER HIRED HANDS INC	90.00
0609457	FILTHY CLEAN INC	2,400.00
0920060	ITASCA COUNTY TREASURER	45.00
1909450	SILVERTIP GRAPHICS SIGNS	120.00
1909510	SIM SUPPLY INC	98.93
	TOTAL	2,811.39
AIRPORT		
0315455	COLE HARDWARE INC	12.94
0504825	EDWARDS OIL INC	325.49
0920060	ITASCA COUNTY TREASURER	398.92
1415640	NORTRAX EQUIPMENT COMPANY	2,303.13
1615427	POKEGAMA LAWN AND SPORT	689.22
	TOTAL	3,729.70
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	106.57
0221650	BURGGRAF'S ACE HARDWARE INC	26.92
0401520	DANIELSON HEATING AND COOLING	201.84
0405223	DEER RIVER HIRED HANDS INC	90.00
0501656	THE EARTHGRAINS COMPANY INC	121.52
0920060	ITASCA COUNTY TREASURER	86.81
1201730	LATVALA LUMBER COMPANY INC.	203.52
1301168	MARKETPLACE FOODS	54.21
1605611	PEPSI-COLA	861.28
1901535	SANDSTROM COMPANY INC	1,454.55
1909510	SIM SUPPLY INC	99.73
	TOTAL GENERAL ADMINISTRATION	3,306.95

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/24/2017

VENDOR #	NAME	AMOUNT DUE
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STATE HAZ-MAT RESPONSE TEAM		
0401804	DAVIS OIL	96.47
0415500	DOMINO'S PIZZA	67.89
0513235	EMERGENCY RESPONSE SOLUTIONS	4,435.33
	TOTAL	4,599.69
POLICE DESIGNATED FORFEITURES		
T001137	PINE TO PRAIRIE DTF	2,880.00
	TOTAL	2,880.00
CEMETERY		
0205725	BETZ EXTINGUISHER COMPANY	75.99
0315455	COLE HARDWARE INC	34.83
1200500	L&M SUPPLY	29.89
	TOTAL	140.71
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	16.56
0920060	ITASCA COUNTY TREASURER	200.90
	TOTAL	217.46
TIF 1-5 BLK BEAR HOMES		
0920033	ITASCA COUNTY AUDITOR/TREAS.	66,805.00
	TOTAL	66,805.00
GENERAL CAPITAL IMPRV PROJECTS		
NEIGHBORHOOD & ECON DEV		
0920060	ITASCA COUNTY TREASURER	2,556.00
	TOTAL NEIGHBORHOOD & ECON DEV	2,556.00
MUNICIPAL STATE AID STRT-CONST		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/24/2017

VENDOR #	NAME	AMOUNT DUE
-----		
MUNICIPAL STATE AID STRT-CONST		
NO PROJECT		
0920060	ITASCA COUNTY TREASURER	10,519.71
TOTAL NO PROJECT		10,519.71
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
1915248	SOFTWARE HARDWARE INTEGRATION	4,689.50
TOTAL CAPITAL OUTLAY-IT DEPT		4,689.50
CAPITAL OUTLAY-PUBLIC WORKS		
1615427	POKEGAMA LAWN AND SPORT	12,239.18
TOTAL CAPITAL OUTLAY-PUBLIC WORKS		12,239.18
CAPITAL OUTLAY-POLICE		
0116610	APPLIED CONCEPTS INC	2,526.90
0512355	ELITE TINTING & GRAPHICS	2,475.00
TOTAL CAPITAL OUTLAY-POLICE		5,001.90
IRA CVC CTR CAPITAL PJT		
MULTI-USE OUTDOOR PAVILION		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	402.47
0601690	FASTENAL COMPANY	118.12
TOTAL MULTI-USE OUTDOOR PAVILION		520.59
2017 INFRASTRUCTURE BONDS		
2009-1 4TH AVE & 13TH ST NW		
1900225	SEH-RCM	22,384.10
TOTAL 2009-1 4TH AVE & 13TH ST NW		22,384.10
2009-1 9TH ST NE		
1900225	SEH-RCM	4,262.36
TOTAL 2009-1 9TH ST NE		4,262.36



DATE: 04/18/2017  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 04/24/2017

VENDOR #	NAME	AMOUNT DUE
2017	INFRASTRUCTURE BONDS	
2009-1	14TH ST NW OVERLAY	
1900225	SEH-RCM	3,799.00
	TOTAL 2009-1 14TH ST NW OVERLAY	3,799.00
2009-1	8TH AVE NE STRM WTR	
0800075	HR GREEN INC	5,000.00
	TOTAL 2009-1 8TH AVE NE STRM WTR	5,000.00
STORM WATER UTILITY		
0103325	ACHESON TIRE COMPANY INC	450.00
0301685	CARQUEST AUTO PARTS	9.50
0301705	CASPER CONSTRUCTION INC	53.00
0315455	COLE HARDWARE INC	110.62
0401804	DAVIS OIL	77.69
0920060	ITASCA COUNTY TREASURER	94.36
1301015	MACQUEEN EQUIPMENT INC	420.82
1415479	NORTHERN DRUG SCREENING INC	20.00
	TOTAL	1,235.99
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 204,239.30
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	1,260.00
0116600	APPLE VALLEY, CITY OF	1,103.00
0201354	B. BAIRD-PETTY CASH FUND	15.50
0205640	LEAGUE OF MN CITIES INS TRUST	3,926.04
0212750	BLUE CROSS & BLUE SHIELD OF MN	97,683.00
0301530	CANON USA INC	2,253.00
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
0315454	TRAVIS COLE	259.20
0315470	JAMES COLUMBUS	247.69
0717997	GRAND ITASCA HOSPITAL	121.62
0718015	GRAND RAPIDS CITY PAYROLL	233,408.36
0718070	GRAND RAPIDS STATE BANK	65.00
0815440	HOLIDAY COMPANIES	176.00
0900060	ICTV	15,489.65
0920055	ITASCA COUNTY RECORDER	46.00
1205095	LEAGUE OF MN INSURANCE TRUST	1,325.00
1205145	MIKE LECLAIRE	511.12
1305046	MEDIACOM LLC	10.50
1309098	MINNESOTA DEPT OF ADMN	626.00

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/24/2017

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309199	MINNESOTA ENERGY RESOURCES	8,017.49
1309266	MN DEPT OF LABOR & INDUSTRY	100.00
1309332	MN STATE RETIREMENT SYSTEM	1,690.00
1309335	MINNESOTA REVENUE	2,137.20
1309341	MN STATE FIRE MARSHAL DIVISION	145.00
1309375	MINNESOTA UNEMPLOYMENT COMP FD	7,916.25
1309395	UNIVERSITY OF MINNESOTA	85.00
1315654	NATHAN MORLAN	46.00
1405850	NEXTERA COMMUNICATIONS LLC	443.57
1503151	ODC - MOTOR VEHICLE	11.00
1516220	OPERATING ENGINEERS LOCAL #49	37,310.00
1609561	PIONEER TELEPHONE	9.54
1621130	P.U.C.	12,905.50
1913344	HEATH SMITH	12.00
2000490	TDS Metrocom	741.41
2114750	UNUM LIFE INSURANCE CO OF AMER	255.84
2205637	VERIZON WIRELESS	2,113.02
2209665	VISA	2,071.18
2209705	VISIT GRAND RAPIDS INC	17,709.89
2305300	MATTHEW WEGWERTH	108.30
2305447	WELLS FARGO BANK NA	1,050.00
2309452	JEFF ERIK WILSON	69.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$453,732.87
TOTAL ALL DEPARTMENTS		657,972.17



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0252      **Version:** 1      **Name:** Resignation of Joe Rabbers from the Part-time Hospital Security roster.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/12/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Resignation of Joe Rabbers from the Part-time Hospital Security roster.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Resignation of Joe Rabbers from the Part-time Hospital Security roster.

**Background Information:**

Joe Rabbers was hired as a part-time Security Office effective July 28, 2014. Due to scheduling conflicts, Mr. Rabbers has decided to resign from the part-time Hospital Security position and have his name removed from the roster effective immediately.

**Staff Recommendation:**

**Requested City Council Action**

Make a motion to accept the resignation of Joe Rabbers from the part-time Hospital Security position effective immediately.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0253      **Version:** 1      **Name:** Return of Jeremiah Puelston from his leave of absence as Firefighter.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/12/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Return of Jeremiah Puelston from his leave of absence as Firefighter.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

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

**Background Information:**

Jeremiah Puelston requested a leave of absence from November 1, 2016 until May 1, 2017. We have received notification from Jeremiah that he will be back in town and available on April 24, 2017.

**Staff Recommendation:**

Fire Chief Mike Liebel has recommended that Jeremiah Puelston be authorized to return from his leave of absence effective April 24, 2017.

**Requested City Council Action**

Make a motion to allow Jeremiah Puelston to return from his leave of absence effective April 24, 2017.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0255      **Version:** 1      **Name:** 2017 City Council Outcome Goals  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/13/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider approving 2017 City Council Outcome Goals  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Final 2017 Initial Data Sheet.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving 2017 City Council Outcome Goals

**Background Information:**

Through several council work sessions goals have been established for various departments and commissions that correlate to the City's Comprehensive Plan. The proposed Final 2017 City Council Outcome Goals are attached.

**Staff Recommendation:**

A motion approving 2017 City Council Outcome Goals.

**Requested City Council Action**

Make a motion approving 2017 City Council Outcome Goals.

## 2017 Council Strategic Outcome Data

### Initial Submittal Form

Description of Council Member/Department Head Outcome	Section in Comp Plan Goal Fits	Goal in Section	Subgoal in Goal	Lead Department
Develop health insurance alternatives	Community Service	Efficient use of public asset in providing services	Protect the public interest through fiscally responsible practices	Administration
Take the steps to acquire the ability to impose a local sales tax for street reconstruction and ADA mobility and infrastructure improvements.	Future Land Use Goals and Community Service Goals	Goal 7: Provide Physical Accessibility throughout GR and Goal 1: Efficient use of public asset in providing services	Encourage the provision of access to residents and visitors with disabilities and Protect the public interest through fiscally responsible practices.	Administration
Develop HR workflow in Laserfiche	Community Service	Efficient use of public asset in providing services	Protect the public interest through fiscally responsible practices	Administration
Work with GRPUC to paint or cover utility boxes with tasteful art designs	Arts and Culture Roadmap	Use the arts to animate the physical realm and improve connectivity	Embed public art into existing and future streetscapes to create a dynamic and vital physical environment	Arts & Culture
Establish sound operating policies and procedures for the Multi-Use Pavilion	Economic Infrastructure	Enhance the local quality of life	Support arts, recreation, and educational assets	Civic Center
Assist with developing shoulder season events to increase tourism	Economic Infrastructure	Build the City's economic sustainability	Support investments with tourism value	Civic Center

Continue working with service clubs and organizations to improve our City Park system	Natural Infrastructure	Provide support and management of the City's parks and trails	Support, manage, and promote parks within City boundaries	Civic Ce
Encourage the County/ATV Clubs to complete routing to the City limits. Continue working with motorized trail constituents to improve snowmobile and ATV access to our City	Natural Infrastructure	Provide support and management of the City's parks and trails	Improve access to motorized trails`	Civic Ce
Create a master plan for expansion and improvements to the Civic Center considering multiple community needs	Economic Infrastructure	Build the City's economic sustainability	Improve utilization of local resources, assets, and goods	Civic Ce
Complete the feasibility of implementation of a residential rental licensing and inspection program.	Future Land Use Goals and Community Service Goals	enhance the diversity and livability of residential areas. Goal 2: Provide services to protect public health, safety and general welfare.	Promote neighborhood identity, pride and sense of place; Clearly tie regulations, programs and other services to health, safety and general welfare.	Commun
Provide opportunities for a variety of new housing development through issuance of an RFP seeking a housing developer for the Golf Course Rd./Co. Rd. 76 property	Future Land Use Goals	Goal 4: Protect and enhance the diversity and livability of residential areas.	Integrate different types of residential housing while retaining character of distinct neighborhoods; Promote the development and retention of traditional neighborhoods in and adjacent to the urbanized area.	Commun

Continue to support investment in the rehabilitation of commercial and residential structures, by securing additional SCDP funding and use of the GREDA Commercial Building Improvement Loan program	Future Land Use Goals and Economic Infrastructure Goals	Goal 1: Protect and enhance the diversity and livability of residential areas. Goal 2: Enhance the local quality of life	Provided affordable housing opportunities; Develop a thriving downtown.	Commun
Support the expansion of existing business and industry; including, but not limited to: Blandin Paper, ONE Aviation, and Swan Machine.	Economic Infrastructure Goals and Transportation Goals	Goal 1: Create jobs and income. Goal 3: Build the City's Economic Sustainability; Goal 5: Provide and airport that safely and efficiently meets local and regional demands.	Ensure that Job Creation Efforts Include High-Wage/High-Quality Jobs; Recruit businesses that add jobs and income opportunities; Enable the expansion of existing businesses; Increase diversity of economic base; support airport economic development opportunities.	Commun
Pursue ideas/concepts for the development of GREDA Block 5 site in light of the Fairfield Inn and Suites project	Economic Infrastructure Goals	Goal 2: Enhance local quality of life	Develop a Thriving Downtown; Better Utilize the River as an Economic Asset	Commun
Prepare an ADA Transition Plan for Public Rights of Way	Future Use Land Goals	Goal 7: Provide physical accessibility throughout Grand Rapids	Encourage the provision of access to residents and visitors with disabilities	Enginee
Transition to electronic vendor payments	Community Service Goals	Goal 1: Efficient use of public asset in providing services	Protect the public interest through fiscally responsible practices	Finance
Finalize cooperative work with DNR to establish a "Water Use Draught Management Plan".	Emergency Services Natural Infrastructure	Protect Natural Infrastructure Economic Assets	Encourage education and research to explore useful products that use natural resources in a closed-loop system	Golf



Implement "Scoring Tees" as part of our effort to attract more golfers	Emergency Services Natural Infrastructure	Provide support and management of the City's parks and trails	Support, manage, and promote parks within City boundaries	Golf
Complete "long range irrigation plan"	Economic Infrastructure	Build the City's economic sustainability	Support investments with tourism value	Golf
Better protect our datacenter assets by re-locating servers and other critical infrastructure to Itasca County Courthouse datacenter.	Community Service Goals	EFFICIENT USE OF PUBLIC ASSET IN PROVIDING SERVICES	PROTECT THE PUBLIC INTEREST THROUGH FISCALLY RESPONSIBLE PRACTICES	Informa
Seek alternative ways to cool library	Community Services	<b>Community Services Goal 1:</b> Efficient use of public assets in providing services	a: protect the public interest through fiscally responsible practices	Library
Maintain and develop relationships with teachers and principals to promote reading and library visits.	Community Services	<b>Community Service Goal 3: Educational Excellence for all</b>	b. continue and enhance working relationships between staff and school districts	Library
<ol style="list-style-type: none"> <li>1. Develop additional afterschool programs for elementary and middle school aged students</li> <li>2. Work with Teen Advisory Board to develop programs for teens</li> </ol>	Community Services	<b>Community Service Goal 3: Educational Excellence for all</b>	e. Proactively address the need for extracurricular activities within the community.	Library

Collaborate with Reif, ICC, MacRostie, Project Read, Human Rights Commission and other community and regional organizations to present and promote quality programs for adults and children.	Economic Infrastructure	<b>Economic Infrastructure Goal 2:</b> Enhance the Local Quality of Life	d. Support arts, recreation and educational assets	Library
Offer at least one arts/craft program for children monthly	Arts & Culture Roadmap	<b>A &amp; C Goal 2:</b> Expand Opportunities for Lifelong Arts Learning	Youth - Celebrate & Expand opportunities for in-school and outside of school arts Learning	Library
a. Offer arts/music/writing workshops for adults and teens b. build collections of high-demand popular and informational materials in a wide range of formats	Arts & Culture Roadmap	<b>A &amp; C Goal 2:</b> Expand Opportunities for Lifelong Arts Learning	Adult & Community - Increase Access to Arts-Based Enrichment & Healing	Library
Use art workshops for children and adults to create additional outdoor art pieces for installation on Library grounds	Arts & Culture Roadmap	<b>A &amp; C Goal 4:</b> Use the Arts to animate the physical realm and Improve Connectivity	Embed Public Art into existing and Future Streetscapes to create a dynamic and vital physical environment.	Library
To be more effective and efficient in reducing blight in our city, explore the use of technology to better track blight violations.	Community Service Goals	<b>Community Service Goal 2:</b> Provide Services to Protect Public Health and General Welfare	b. Continue to provide City Services that enhance the general welfare	Police

<p>Conduct an Emergency Management Table Top Exercise</p>	<p>Community Service Goals</p>	<p><b>Community Service Goal 2:</b> Provide Services to Protect Public Health and General Welfare</p>	<p>b. Continue to provide City Services that enhance the general welfare</p>	<p>Police</p>
<p>Working with other City departments, explore the creation of a summer youth safety camp to educate our children about personal safety, electrical safety, water safety and basic first-aid.</p>	<p>Community Service Goals</p>	<p><b>Community Service Goal 2:</b> Provide Services to Protect Public Health and General Welfare</p>	<p>c. Clearly tie regulations, programs and other services to health, safety and general welfare.</p>	<p>Police</p>
<p>Explore the possibility of more effectively investigating the sale of illicit drugs by establishing a formalized system of sharing drug intelligence and case investigation by law enforcement agencies within Itasca County. The achievement of this goal will very much depend upon the willingness of other law enforcement agencies to participate in joint investigations.</p>	<p>Emergency Services</p>	<p><b>Emergency Services Goal 1:</b> Ensure the safety and security of the Grand Rapids community</p>	<p>c. Continue to promote inter-agency cooperation (mutual-aid) in providing services to Grand Rapids and surrounding communities.</p>	<p>Police</p>



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0258      **Version:** 1      **Name:** CP 2009-1 HR Green contract revision  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/14/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider approving a change order with HR Green for engineering services related to CP 2009-1, 2017 Infrastructure Improvements Project

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Invoice](#)

Date	Ver.	Action By	Action	Result
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Consider approving a change order with HR Green for engineering services related to CP 2009-1, 2017 Infrastructure Improvements Project

**Background Information:**

The City has a professional services agreement in place with HR Green for the design of the 8th Ave NE Stormwater Improvements project. During design, several changes were made by the City Engineer to the scope of the project which required additional work by HR Green. The current amount of the contract is \$28,850 and the amount of the increase requested is \$5,000. The revised contract amount would be \$33,850

**Staff Recommendation:**

City staff is recommending increasing the engineering services agreement with HR Green to \$33,850.

**Requested City Council Action**

A motion to approve increasing the engineering services agreement with HR Green to \$33,850.



HRGreen

City of Grand Rapids  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744-2658

Please Remit To:  
HR Green, Inc.  
PO Box 8213  
Des Moines, IA 50301-8213  
1-800-728-7805

April 11, 2017  
Project No: 20160020  
Invoice No: 110993

Project 20160020 Grand Rapids, MN - Stormwater Design - MN PMA11

**Professional Services Through March 31, 2017**

**Fee**

Total Fee	32,407.50		
Percent Complete	100.00	Total Earned	32,407.50
		Previous Fee Billing	27,407.50
		Current Fee Billing	5,000.00
		<b>Total Fee</b>	<b>5,000.00</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	5,000.00	27,407.50	32,407.50
Limit			33,850.00
Remaining			1,442.50

**Total this Invoice \$5,000.00**



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0261      **Version:** 1      **Name:** Consider accepting Grand Rapids EDA Annual Report for the year 2016.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/14/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider accepting Grand Rapids EDA Annual Report for the year 2016.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [GREDA Annual Report for 2016](#)

Date	Ver.	Action By	Action	Result
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Consider accepting Grand Rapids EDA Annual Report for the year 2016.

### **Background Information:**

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

The attached GREDA 2016 Annual Report is provided to fulfill that obligation.

### **Requested City Council Action**

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

# **G**rand **R**apids **E**conomic **D**evelopment **A**uthority



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

## **2016** **Annual Report**

Prepared by:

Rob Mattei  
Director of Community Development /  
GREDA Executive Director

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## Mission

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

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

## Governance

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

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

The GREDA Board of Commissioners is currently made up of the following volunteers:

Member	Position	Affiliation/Occupation	Term Expires
Sholom Blake	President	Private Business Owner/CPA	3/1/19
Rick Blake	Commissioner	City Council/Ret.	12/31/18 Concurrent with Council Term
Chris Lynch	Vice President	Bank Executive	3/1/19
Mike Przytarski	Commissioner	Property Owner/Manager	3/1/21
Cory Jackson	Commissioner	Business Financial Officer	3/1/23
Mike Stefan	Commissioner	Financial Advisor	3/1/18
Dale Christy	Commissioner	City Council/Teacher	12/31/20 Concurrent with Council Term

\*The City Finance Director serves as the Asst. Treasurer

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

This report is intended to summarize the GREDA's activities and financial condition for the year ending December 31, 2016.

Respectfully submitted,



---

Sholom Blake, Grand Rapids EDA  
President



## Development Property Assets

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

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

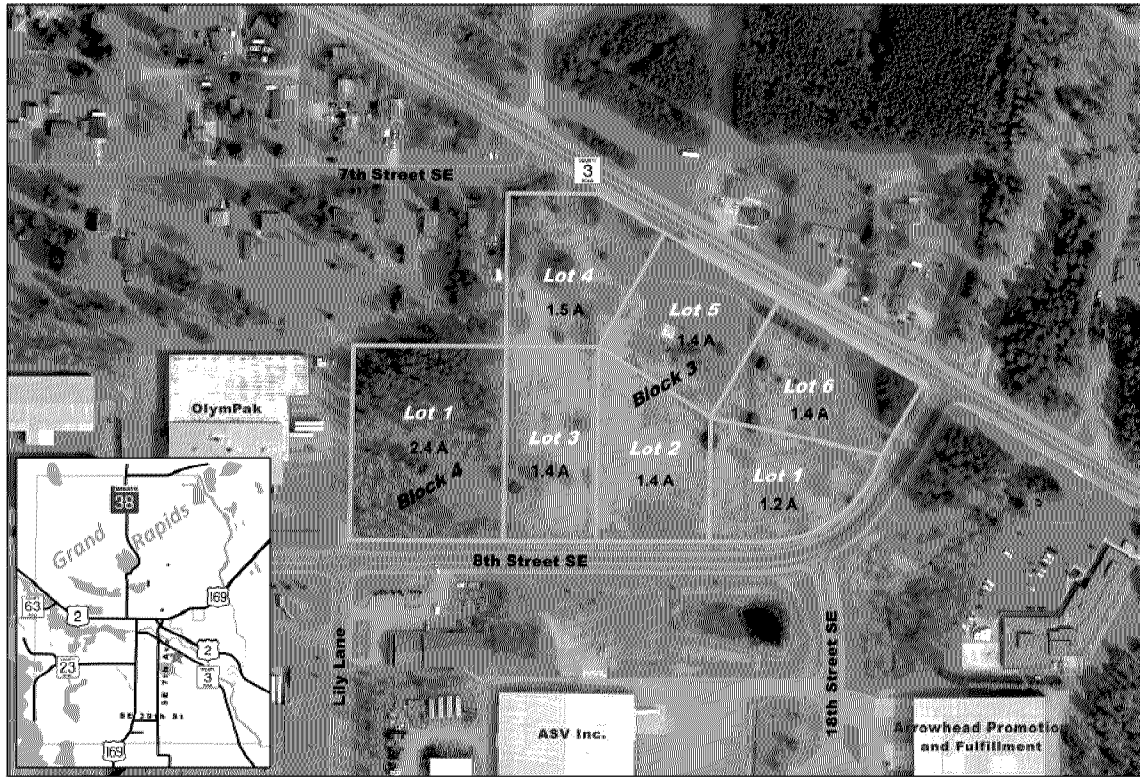
In addition to assembling lands for industrial development, the GREDA has also actively pursued the development of underutilized properties in the Downtown and Mississippi Riverfront areas. As examples, the GREDA has sold land which led to the development of the Glorvigen office building and the KAXE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

### Inventory Summary:

<u>Site Description</u>	<u>Number of Developable Lots (GREDA Owned)</u>	<u>Acreage Total</u>
Industrial Park Two	1	2.38
Industrial Park East	6	8.30
Airport South Industrial Park – Phase 1 & 2	11	17.61
Blocks 20 & 21 Riverfront Dev. Site	1 (under contract)	1.46
Block 5 Riverfront Dev. Site	1	1.8
Totals:	20	31.55



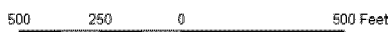
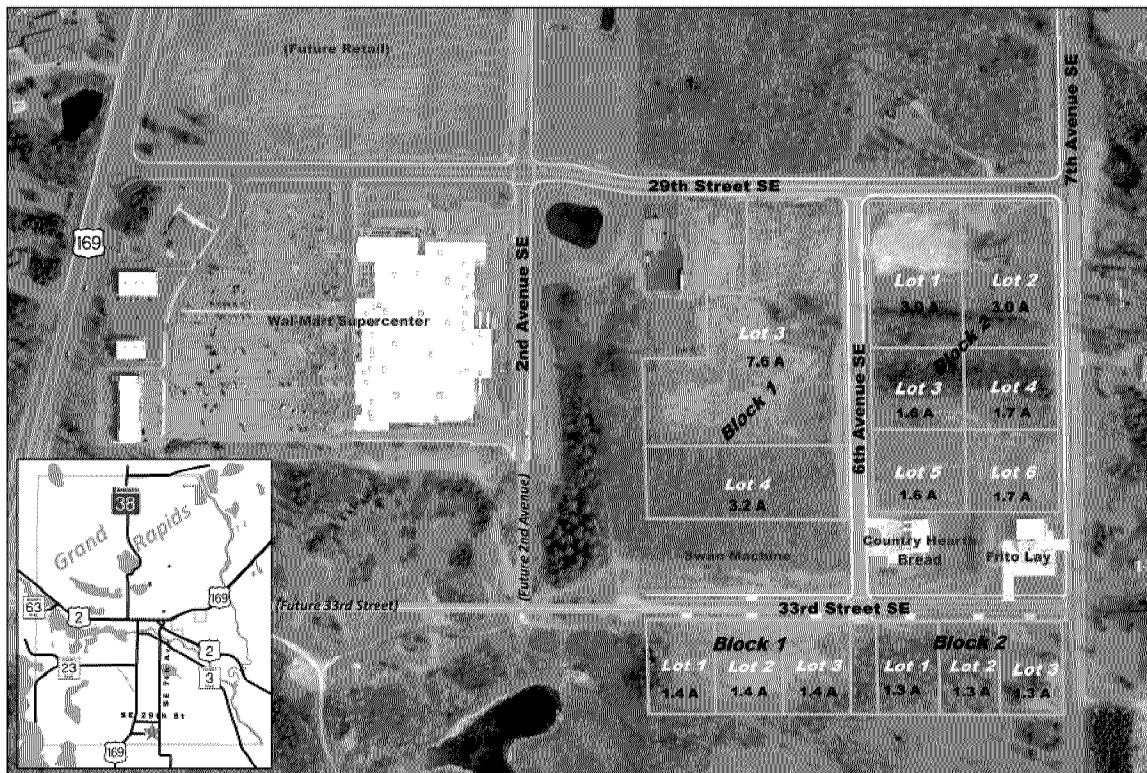
### Grand Rapids Industrial Park East



#### Legend

□ Available Lot(s)

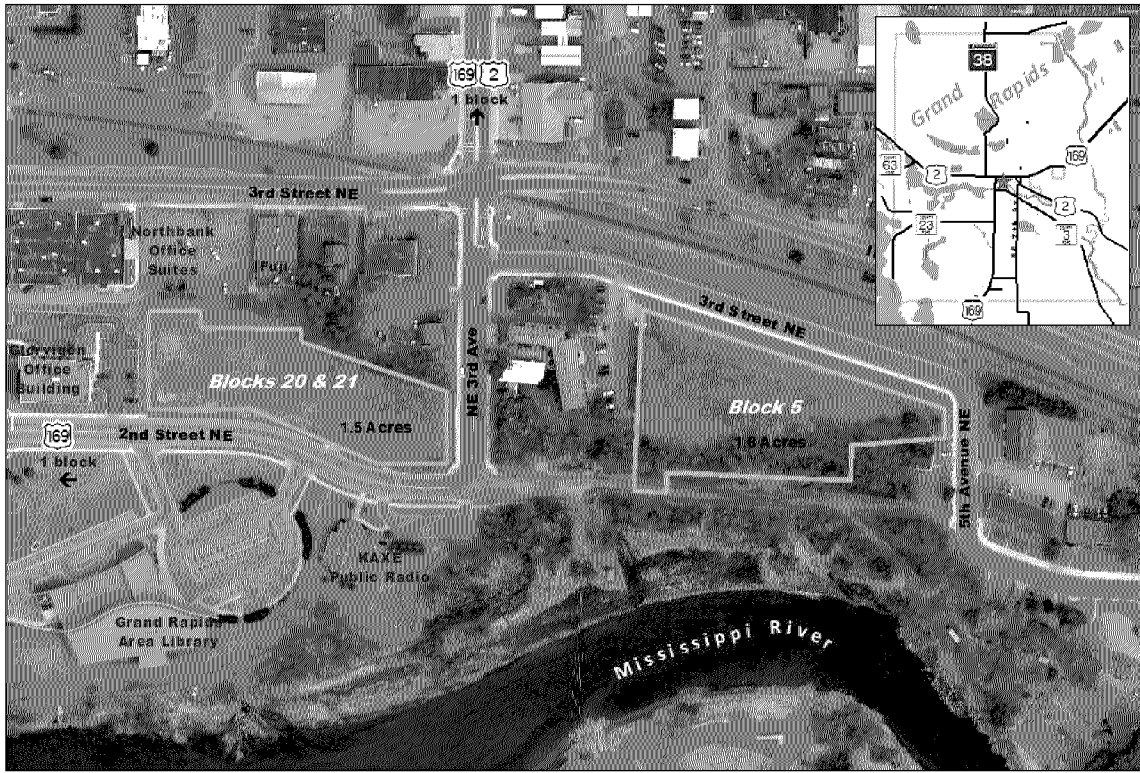
### Grand Rapids Airport South Industrial Park: Phases I & II



#### Legend

□ Available Lot(s)

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



**Legend**  
 Available Lot(s)



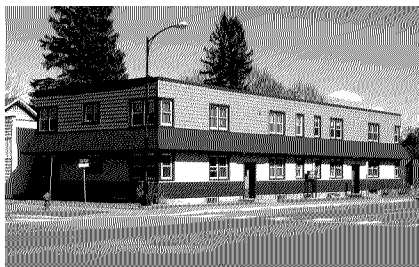
## Business Assistance Programs

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

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

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

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



MRM Apartments (2013)- 105 NE 5<sup>th</sup> St.

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

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

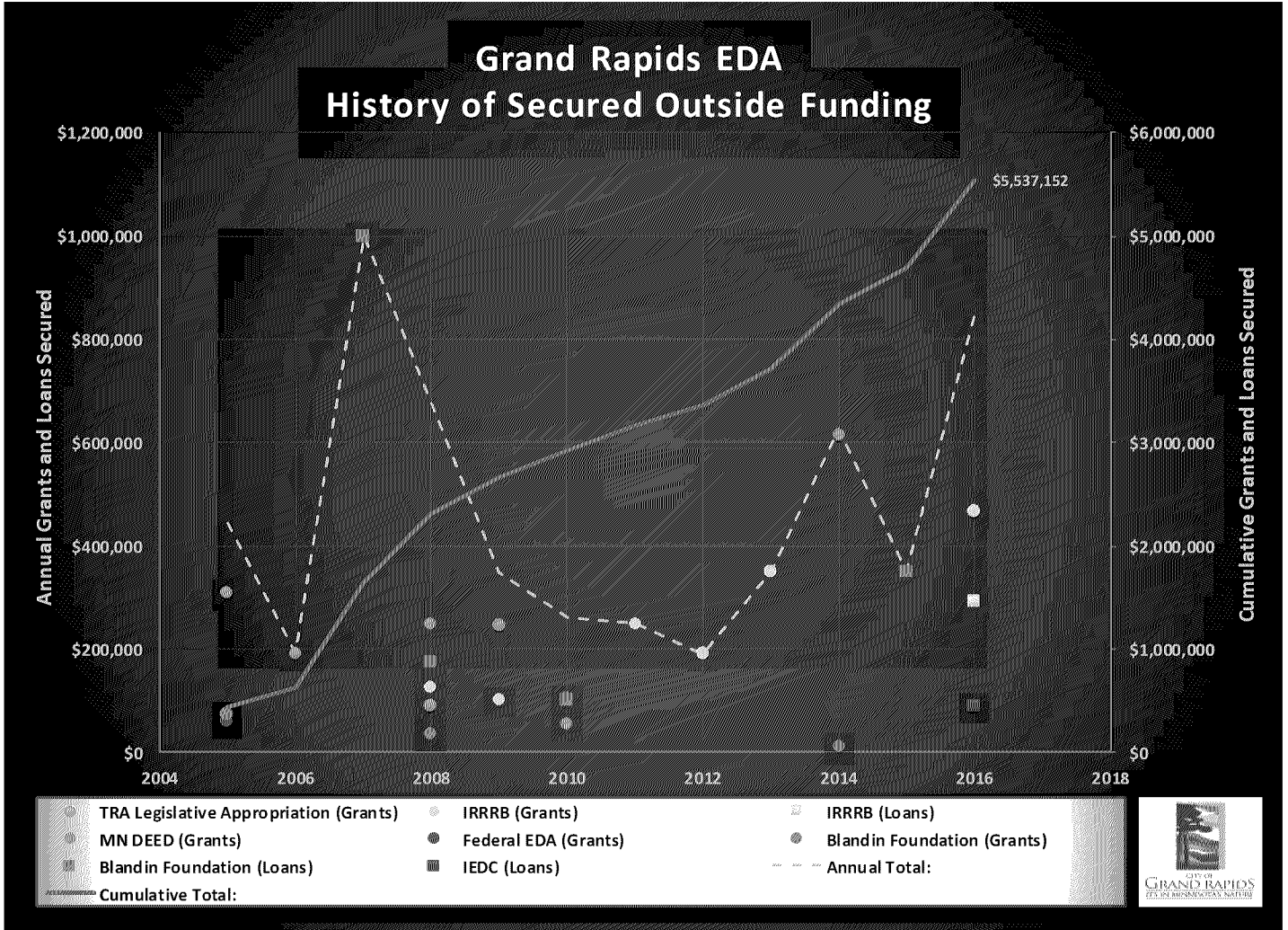


This program was largely underutilized until early 2006 when the GREDA took action to redefine and improve the program structure and guidelines. These program changes were well received as loan activity has steadily increased.

There currently is a portfolio of thirteen loans with a combined principal loan amount of \$442,085.

## Additional Project Funding

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



## Business Retention and Attraction

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

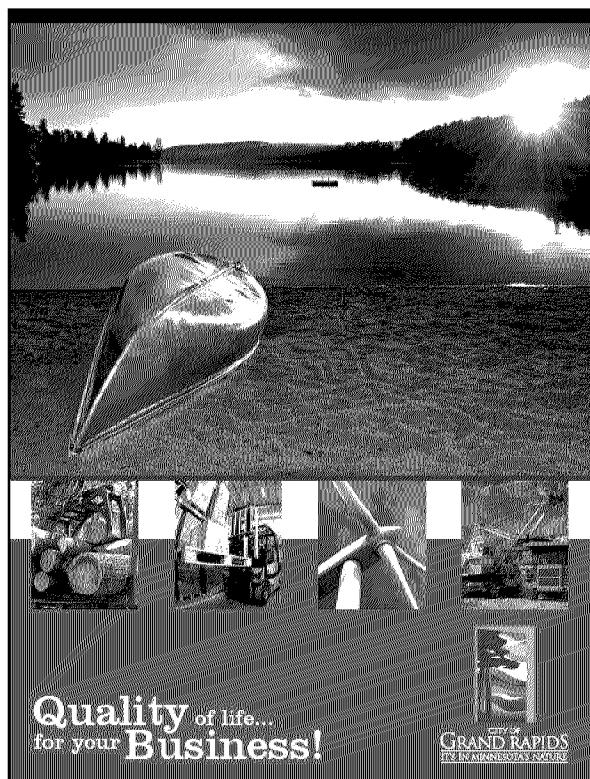
The GREDA supports and is directly involved in renewed efforts between the Grand Rapids Area Chamber of Commerce and Itasca Economic Development Corporation in the expanded implementation of their “Grow Itasca” BRE program. The information collected through the business interviews done by the Grow Itasca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

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

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



- ❖ The development of a GREDA website launched in September 2011 at [www.grandrapidseda.com](http://www.grandrapidseda.com)
- ❖ GREDA twitter account launched October 2012: @GR\_EconDevAuth

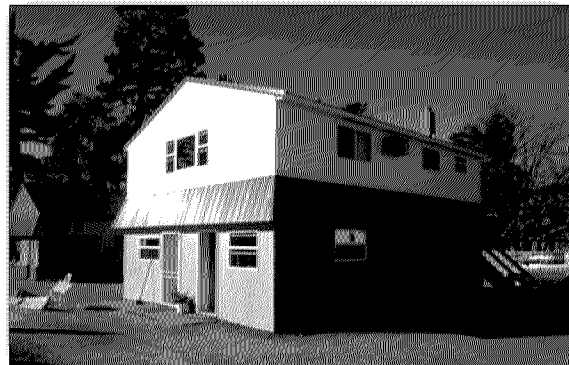
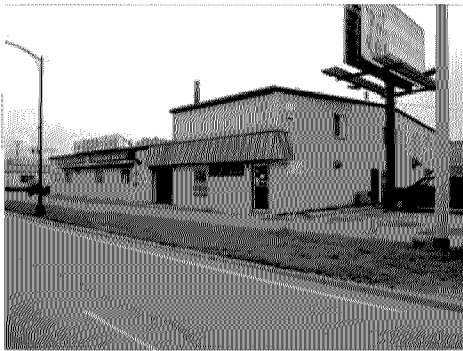


<sup>1</sup> “The Job Generation Process.” Dr. David Birch, MIT Economist

# Summary of Activities - 2016

## DEED Small Cities Development Program (SCDP) Grant Application

- ❖ Completed implementation of the grant awarded in 2014 - \$615,552
- ❖ The grant involved funding the rehabilitation of owner occupied residential homes at a maximum assistance of \$22,400/unit, residential rental units at a maximum assistance of \$21,000/rehabilitation project, and commercial building rehabilitations, with a maximum SCDP assistance of \$32,000/rehabilitation project, within the designated target areas.
- ❖ GREDA offered supplemental financing, with enhanced terms, through its Commercial Building Improvement Loan (CBIL) Program
- ❖ Positive Impacts:
  - **Commercial: Davis Petroleum (Completed), Pasties Plus Building (Completed), Maddens Dutch Room (Completed), Itasca Co. Farm Service (Completed), First Call of Help Building (Completed), Office building at 417 NW 8<sup>th</sup> Ave. (Partially Completed), Office Building at 951 NW 4<sup>th</sup> St. (Completed)**
  - **Residential, Owner Occupied: 14 completed.**
  - **Residential, Rental: 32 units completed.**
- ❖ 2016 Small Cities Development Program (SCDP) Grant Application for commercial, residential rehabilitation, and streetscape enhancement projects in the City of Grand Rapids: Grant Request - \$1,150,005 (currently in DEED review process)





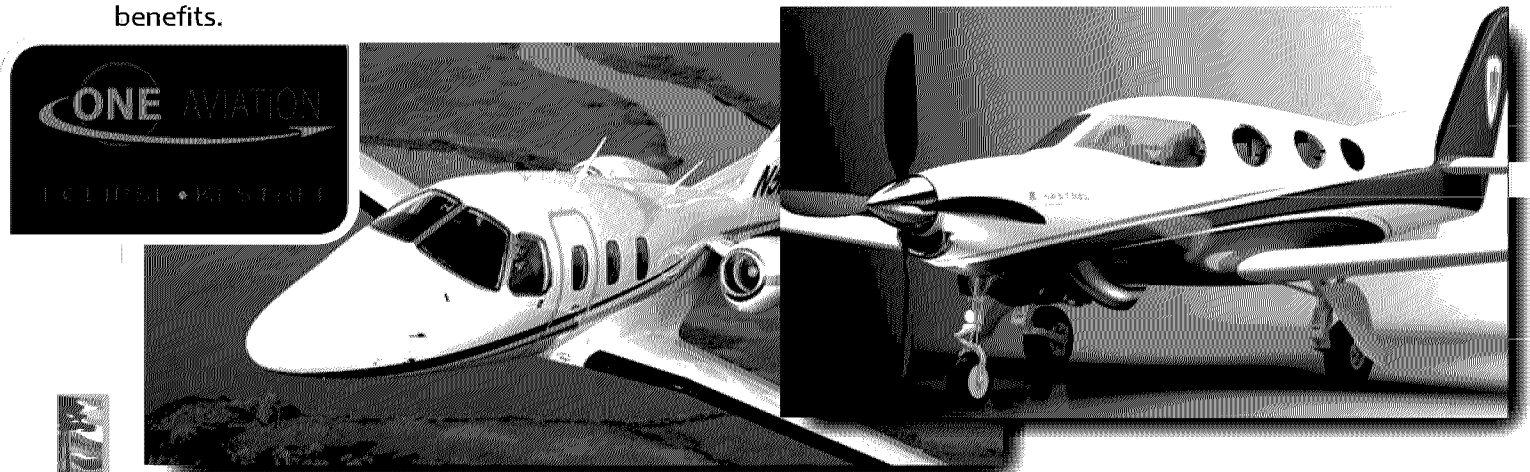
## Swan Machine

- ❖ Expanding machining company, headquartered out of Perham, MN, which we assisted in locating to a satellite facility to Grand Rapids in 2013, is now constructing a permanent, new, 14,000 sf \$1.6 million facility in GREDA's Airport S. Industrial Park.
  - Currently employ 7 machinists out of leased space\In the new facility, projected job growth of a minimum of 10-16 additional skill machinist positions in next three years



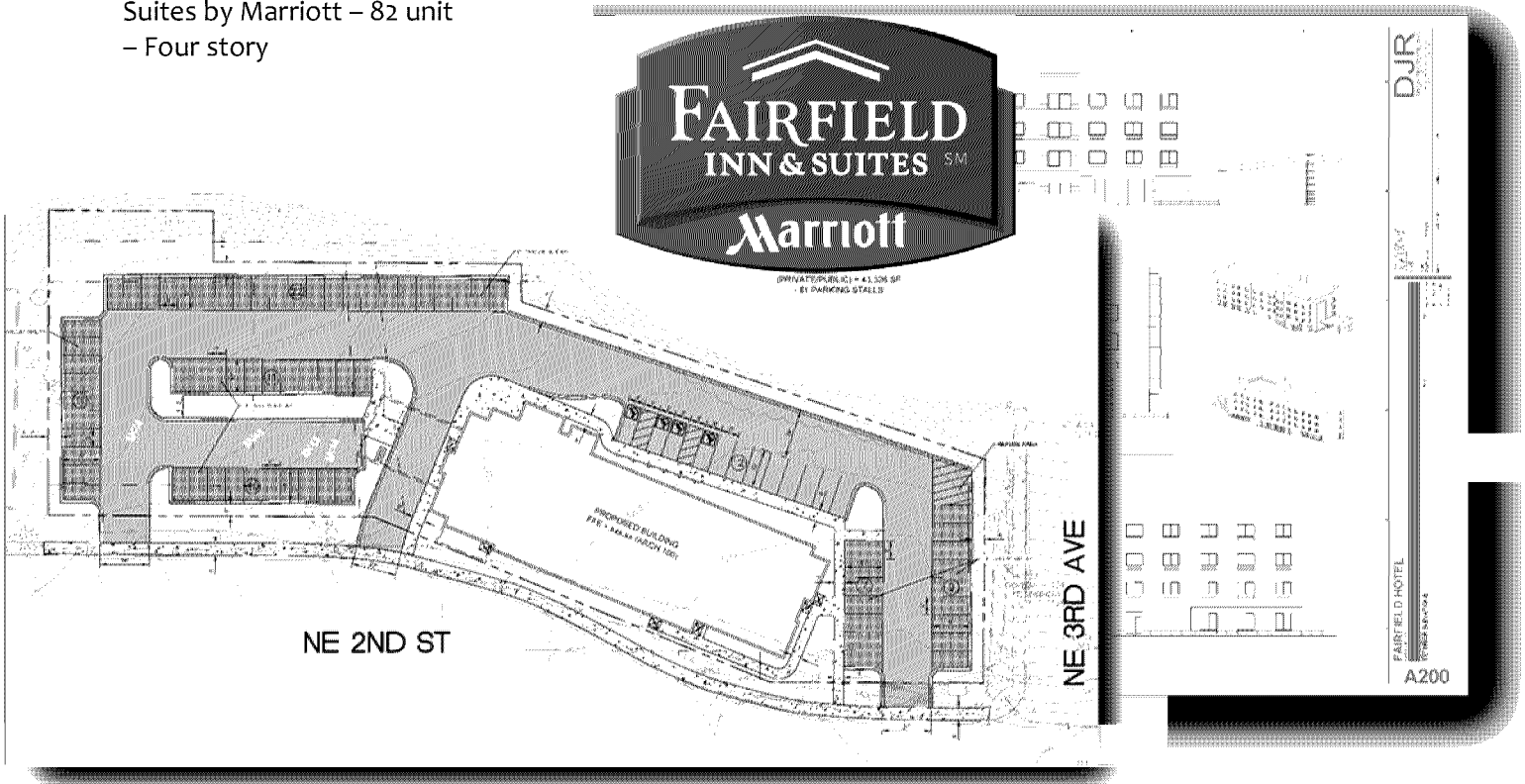
## ONE Aviation/ACC Manufacturing

- ❖ After two plus years of discussions with Kestrel Aircraft, now ONE Aviation Corporation (OAC), about various development opportunities in Grand Rapids, OAC is locating a subsidiary, ACC Manufacturing (ACC), at the Grand Rapids/Itasca County Airport.
- ❖ The business functions of ACC in the Grand Rapids location will consist of: machining tool molds/masters, fabrication of composite material parts and assembling of parts assemblies for the current production aircraft the Eclipse 550 jet and, to a lesser extent, for their development aircraft, the Kestrel K350.
- ❖ The location of ACC to Grand Rapids will result in the creation of 16 to 22 full time positions that will pay a minimum wage of \$18.00/hour exclusive of benefits.



## GREDA Block 20/21 Sale to Grand Rapids Hotel Partners LLC

- ❖ Working toward closing on sale of site and summer start of construction.
- ❖ \$10.5 million Fairfield Inn and Suites by Marriott – 82 unit  
– Four story



## Central School Leasing

- ❖ 59% of the space is currently leased.

## GREDA Commercial Building Improvement Loan Program

- ❖ In 2016 GREDA approved 4 loans in a total amount of \$140,000. These 4 projects represent a total investment of approximately \$319,311.
- ❖ Since the Program's restructuring in 2006, GREDA has provided 19 loans totaling over \$510K. When added to the two SCDP programs (2009 & 2014) GREDA has provided over \$830K of low cost financing to improve 25 commercial buildings.

## Other Current Areas of Activity

- ❖ Working with IEDC and APEX to develop a comprehensive database of commercial lease space.

**CITY OF GRAND RAPIDS  
ECONOMIC DEVELOPMENT AUTHORITY**

COMBINING STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE  
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2016  
With Comparative Totals for the Year Ending December 31, 2015

	<u>2015 TOTAL</u>	<u>2016 YTD ACTUAL</u>	<u>2016 ANNUAL BUDGET</u>
<b>Fund Balance 1/1/XX:</b>	\$69,164	\$54,695	\$54,695
<hr/>			
<b>REVENUES:</b>			
Taxes			
Supplemental Aid			
Interest - Investments	491	394	800
Interest - Loans	-	-	-
Mortgage Payment	-	-	-
Fund Balance Usage	-	-	16,300
<b>TOTAL REVENUES</b>	<u>491</u>	<u>394</u>	<u>17,100</u>
<b>EXPENDITURES:</b>			
Supplies/Materials	11	29	100
Other Services/Charges	14,950	12,750	17,000
<b>TOTAL EXPENDITURES</b>	<u>14,961</u>	<u>12,779</u>	<u>17,100</u>
<b>REVENUES &gt; EXPENDITURES</b>	<u>(14,470)</u>	<u>(12,385)</u>	-
<hr/>			
<b>FUND BALANCE</b>			
Fund Balance Usage	<u>(14,470)</u>	<u>(12,385)</u>	<u>(16,300)</u>
<b>FUND BALANCE 12/31/XX</b>	<u>\$54,694</u>	<u>\$42,310</u>	<u>\$38,395</u>

**CITY OF GRAND RAPIDS  
ECONOMIC DEVELOPMENT AUTHORITY**

**SCHEDULE OF CHANGES IN REVENUE, EXPENDITURES, AND FUND BALANCE  
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2016**

<b>Fund Balance 1/1/16</b>	\$512,453
<hr/>	
<b>REVENUES:</b>	
Taxes	55,914
Supplemental Aid	3,458
ST/MN-DEED Grant	293,675
ST/MN-IRRRB Grant	138,565
Interest- Investments	6,093
Interest- Loans	6,464
Miscellaneous	3,019
Natural Gas CIAC Fee	16,965
Manufacturing Hanger Rent	5,400
Developer Asst Reimbursements	88,246
Payment from Govt Unit	254,006
Principal-Loan Payments	16,883
Sale of Tax Forfeit Property	195,365
Sale of Land held in Inventory	50,705
Loan Proceeds	558,000
<b>TOTAL REVENUES</b>	<u>\$1,692,758</u>
<b>EXPENDITURES:</b>	
Tax Forfeit Property Expenses	195,809
Ainsworth Facility Redevelopment	77,257
CIAC Fee Natural Gas Hook-up	345
Airport South Industrial Parks	114,796
Comm. Building Improvement Loan Program	70,092
Industrial Park- Swan Machine	141,372
Manufacturing Hanger Expenses	589,289
Downtown Block 18-21	17,846
DEED Development Programs	293,975
<b>TOTAL EXPENDITURES</b>	<u>\$1,500,781</u>
<b>2016 REVENUES &gt; EXPENDITURES</b>	\$191,977
<hr/>	
<b>FUND BALANCE 12/31/16 (1)</b>	<u><u>\$704,430</u></u>

Please Note:

(1) The Fund Balance includes designations for the Comm Bldg Imprv Loans of \$188,577



## 2017 Work Plan – Overview of Process

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The GREDA recently completed the development of their 2017 Work Plan. The work plan development process first involved a review of the unfinished business from the 2016 Work Plan, and a review of the goals stated within Economic Development Element of the Comprehensive Plan. From that exercise, the GREDA Commissioners identified a list of potential objectives for 2017. Those potential objectives were examined and ranked by the individual GREDA members, and, through additional group discussion, the GREDA approved a list of priorities and a work approach for the issues they will take a lead role in completing, those that they will partner with others on, and those they will provide support to.

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

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

**Chances of success:** Is the objective reasonably attainable?

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

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

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





# Grand Rapids Economic Development Authority 2017 Work Plan

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4	
<b>Support expansion of existing businesses including but not limited to Blandin Paper, One Aviation and Swan Machine</b>	Lead	<ul style="list-style-type: none"> <li>▪ Continue regular communication with major industry officials and offer, as needed support/assistance.</li> <li>▪ Continue efforts focused on an expanded One Aviation presence.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Complete site improvements for Swan Machine, close out IRRRB grant funding.</li> <li>▪ Provide as needed support to Swan and One Aviation in their move into new facilities and ongoing hiring efforts.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Support opportunities for expansion of Blandin Paper/UPM, as needed.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Support opportunities for expansion of Blandin Paper/UPM, as needed.</li> </ul>	
<b>Support a more viable Downtown Business District through efforts focused on:</b> <ul style="list-style-type: none"> <li>• Attracting development to the Block 5 site.</li> <li>• Completing the Block 20/21 hotel development</li> <li>• Supporting Block 19 redevelopment</li> <li>• Exploring ways to assist Central Square Mall activity/occupancy.</li> <li>• Stabilized Central School Occupancy.</li> </ul>	Lead	<ul style="list-style-type: none"> <li>▪ Complete sale with United Development Solutions for the development of a hotel on Block 20/21 site.</li> <li>▪ Renew efforts to promote Central School space availability.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Promote the sale and private development of Block 5, issue RFP if needed.</li> <li>▪ Examine opportunities, review requests for assistance, in the redevelopment of blighted structures on Block 19.</li> <li>▪ Meet with Central Square Mall owner to offer support/assistance.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Continue efforts to promote Central School space availability.</li> </ul>		
<b>Take actions to make GREDA industrial sites more marketable, with an emphasis on promoting Industrial Park East Development.</b>	Lead	<ul style="list-style-type: none"> <li>▪ Continue collaborative marketing efforts with IEDC and APEX.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Consider a Shovel Ready application to DEED</li> <li>▪ Investigate grant opportunities for site preparation.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Submit any appropriate grant/funding request</li> </ul>		
<b>Encourage development of former Kremer's lot, owned by M&amp;H.</b>	Lead		<ul style="list-style-type: none"> <li>▪ Meet with M&amp;H owners in Hudson, WI.</li> </ul>			
<b>Assist in the potential redevelopment of the Ray's Sport and Marine site.</b>	Lead	<ul style="list-style-type: none"> <li>▪ Work with local realtors, commercial broker's andnorthlandconnection.com</li> </ul>	<ul style="list-style-type: none"> <li>▪ Present options for redevelopment support, such as</li> </ul>	<ul style="list-style-type: none"> <li>▪ Follow up on leads.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Follow up on leads.</li> </ul>	

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule		
Issue/Task/Work Item	Role	Q1	Q2	Q3	Q4
		in securing interest in the site.	IRRRB demolitions grant funding. ▪ Follow up on leads		
Enhance the Hwy 169 South corridor by assisting in the redevelopment of the former Kmart site.	Lead	▪ Present options for redevelopment support, such as IRRRB demolitions grant funding. ▪	▪	▪	▪
Promote awareness of GREDA activity, leveraged sources/uses and existing programs	Lead	▪ Submit final application for SCDP Commercial and Residential Rehab grant. ▪ Review history of leveraged funding of GREDA projects as part of annual report.	▪ If funded, work with Itasca County HRA in marketing and implementation of the grant. ▪ If SCDP is funded, market Enhanced CBIL Program Use.	▪	▪
Work with the City Council to ensure sustained, adequate levels of funding for present and future GREDA economic development efforts.	Lead	▪	▪ Prepare a report of Capital Projects Fund present and anticipated future activity.	▪ Discuss the report with the City Council at a work session.	▪
Assist in creating opportunities for single family housing development	Partner	▪	▪ Explore ways for the HRA, GREDA and the City to collaborate in this area.	▪	▪
Compile an assessment of available, leasable small business/retail space.	Partner	▪	▪ Request a project, led by APEX/IEDC, to develop and maintain this inventory.	▪ Follow up	▪
Continue to pursue collaborative marketing efforts with IEDC	Partner	▪ Update/publish print brochure – GREDA properties ▪ Continue the collaboration with IEDC/APEX in joint marketing of GREDA sites, Itasca Eco-Industrial Park and Cohasset Ind. Park. ▪ Submit an article to the Herald Review regarding the GREDA Annual Report	▪ Continue Implementing GREDA Marketing Plan. ▪ Increase GREDA exposure through: ○ Press Releases for SCDP. ○ Press Releases for Block 20/21 project. ○ Press Releases for other projects.	▪ Continue Implementing GREDA Marketing Plan.	▪ Continue Implementing GREDA Marketing Plan.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0263      **Version:** 1      **Name:** PW Request to Hire Two Part-Time Maintenance Workers  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/17/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider approving Gavin Kuschel and Terry Norgard as 2017 Spring/Summer Part-Time Maintenance workers for the Public Works Department.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving Gavin Kuschel and Terry Norgard as 2017 Spring/Summer Part-Time 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. Ratification for their start date will be April 24th, 2017 and continue until November 4th, 2017. This will be the first year for Gavin and Terry and they will each earn a starting wage of \$9.00 per hour. The cost for these part-time employees is included in the 2017 Public Works Budget

### **Staff Recommendation:**

Public Works Director, Jeff Davies, recommends hiring these two employees for the 2017 Spring/Summer Maintenance Season.

### **Requested City Council Action**

Make a motion to authorize the Public Works Department to hire Gavin Kuschel and Terry Norgard as 2017 Spring/Summer Part-Time Maintenance workers.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0267      **Version:** 1      **Name:** Temporary Liquor - ElderCircle  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/18/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider approving temporary liquor license for ElderCircle, event scheduled for June 8, 2017.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [ElderCircle - Temp. Liquor License App..pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving temporary liquor license for ElderCircle, event scheduled for June 8, 2017.

**Background Information:**

ElderCircle has submitted an application for a temporary liquor license for an event to be held at the IRA Civic Center on June 8, 2017. All documentation and fees have been received.

**Staff Recommendation:**

Approve and authorize staff to forward to the State for permit.

**Requested City Council Action**

Make a motion approving temporary liquor license for ElderCircle, event scheduled for June 8, 2017.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Elder Circle Date organized: May 2001 Tax exempt number: 41-1994691

Address: 400 River Road, Ste 1 City: Grand Rapids State: Minnesota Zip Code: 55744

Name of person making application: Bonnie Lentz Business phone: 218 999-9233 Home phone: ext. 277

Date(s) of event: June 8, 2017 Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name: Kris Ferraro Board Chair City: Grand Rapids State: Minnesota Zip Code: 55744

Organization officer's name: Tara Makinen Board Vice Chair City: Grand Rapids State: Minnesota Zip Code: 55744

Organization officer's name: Chris Lynch Board Treasurer/Sec City: Grand Rapids State: Minnesota Zip Code: 55744

Organization officer's name: Tom Page Board Director City: Grand Rapids State: Minnesota Zip Code: 55744

Location where permit will be used. If an outdoor area, describe.  
IRA Civic Center 1401 NW 3rd Ave. Grand Rapids. MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Grand Rapids  
 City or County approving the license

\_\_\_\_\_  
 Date Approved

\$20.00  
 Fee Amount

\_\_\_\_\_  
 Permit Date

4-3-2017  
 Date Fee Paid

\_\_\_\_\_  
 City or County E-mail Address

[Signature]

\_\_\_\_\_  
 City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0268      **Version:** 1      **Name:** Consider approving 2017 animal Control Facility Agreements with the cities of Bovey, Coleraine, Cohasset, and Itasca County.

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

**File created:** 4/18/2017      **In control:** City Council

**On agenda:** 4/24/2017      **Final action:**

**Title:** Consider approving 2017 animal Control Facility Agreements with the cities of Bovey, Coleraine, Cohasset, and Itasca County.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2017 Domestic Animal Control Agreement Itasca County.pdf](#)  
[2017 Domestic Animal Control Facility Agreement Bovey.pdf](#)  
[2017 Domestic Animal Control Facility Agreement Coleraine.pdf](#)  
[2017 Cohasset Domestic Animal Control Agreement Dec 2015.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving 2017 animal Control Facility Agreements with the cities of Bovey, Coleraine, Cohasset, and Itasca County.

### **Background Information:**

The City of Grand Rapids owns and operates an animal control facility in which stray domesticated animals are housed until their owners can claim them or another disposition is found. Presently, four government entities contract with the City for use of this facility including Bovey, Coleraine, Cohasset, and Itasca County. Two government entities elected to opt out of this year's contract, those being Hill City and LaPrairie. These contractual agreements will on December 31<sup>st</sup>.

### **Staff Recommendation:**

It is the recommendation of the Grand Rapids Police Department that the City Council consider renewing the Domestic Animal Control Facility Agreements for 2017.

### **Requested City Council Action**

Make a motion to renew the Domestic Animal Control Facility Agreements with Itasca County, City of Cohasset, City of Coleraine, and City of Bovey for the year 2017.

# DOMESTIC ANIMAL CONTROL FACILITY AGREEMENT

**THIS AGREEMENT**, made and entered in this \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called "City" and the County of Itasca, Minnesota, hereinafter called "County."

**WHEREAS City** presently has a Community Service Officer and is operating a domestic animal control shelter facility within the City of Grand Rapids, and

**WHEREAS County** is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow County to use its domestic animal control facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from the County *or the taking of animals from an incorporated municipality*. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by the County through a means other than the Grand Rapids Animal Control Facility.
2. In consideration of the use of said domestic animal control facility, County will pay the amount of \$25,000 per year as a yearly retainer. All County animals shall be managed, housed and cared for by the City in accordance with the City's rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. County will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and the County shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. The County shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Itasca County Sheriff's Department that fall within County's jurisdiction.
6. The County will be invoiced quarterly for a pro rata portion of the retainer and other charges or expenses under this agreement.

7. This agreement shall remain in full force and effect for a period of one year from January 1, 2017 and will terminate on December 31, 2017. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by County for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to County shall be mailed or delivered to Itasca County Administration, 123 Fourth Street, Grand Rapids, MN 55744.
  
8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and the County shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

COUNTY OF ITASCA

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

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

BY: \_\_\_\_\_  
Kimberly Gibeau, City Clerk

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

## **DOMESTIC ANIMAL CONTROL FACILITY AGREEMENT**

**THIS AGREEMENT**, made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called "City" and the City of Bovey, Minnesota, hereinafter called "Bovey."

**WHEREAS** City presently has a Community Service Officer and is operating a Domestic Animal Control Shelter facility within the City of Grand Rapids, and

**WHEREAS** Bovey is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow Bovey to use its animal control facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from Bovey. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by Bovey through a means other than the Grand Rapids Domestic Animal Control Facility.
2. In consideration of the use of said domestic animal control facility, Bovey will pay the amount of \$175.00 per month as a monthly retainer. All Bovey animals shall be managed, housed and cared for by the City in accordance with the City's rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3
3. Bovey will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and Bovey shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. Bovey shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Bovey Police Department that fall within Bovey's jurisdiction.
6. Bovey will be invoiced quarterly for a pro rata portion of the retainer and other charges or expenses under this agreement.

7. This agreement shall remain in full force and effect for a period of one year from January 1, 2017 and will terminate on December 31, 2017. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by Bovey for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to Bovey shall be mailed or delivered to the City Council, Bovey City Hall, P.O. Box 399 Bovey, MN 55709.
  
8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and Bovey shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

CITY OF GRAND RAPIDS

CITY OF BOVEY

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

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

BY: \_\_\_\_\_  
Kimberly Gibeau, City Clerk

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

# DOMESTIC ANIMAL CONTROL FACILITY AGREEMENT

**THIS AGREEMENT**, made and entered in this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called "City" and the City of Coleraine, Minnesota, hereinafter called "Coleraine."

**WHEREAS City** presently has a Community Service Officer and is operating a domestic animal control shelter facility within the City of Grand Rapids, and

**WHEREAS Coleraine** is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

**NOW THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow Coleraine to use its domestic animal control facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from Coleraine. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by Coleraine through a means other than the Grand Rapids Domestic Animal Control Facility.
2. In consideration of the use of said domestic animal control facility, Coleraine will pay the amount of \$175.00 per month as a monthly retainer. All Coleraine animals shall be managed, housed and cared for by the City in accordance with the City's rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. Coleraine will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and Coleraine shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. Coleraine shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Coleraine Police Department that fall within Coleraine's jurisdiction.



6. Coleraine will be invoiced quarterly for a pro rata portion of the retainer and other charges or expenses under this agreement.
7. This agreement shall remain in full force and effect for a period of one year from January 1, 2017 and will terminate on December 31, 2017. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by Coleraine for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to Coleraine shall be mailed or delivered to the City Council, Coleraine City Hall, 302 Roosevelt Ave P.O. Box 670 Coleraine. MN 55722.
8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and Coleraine shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

CITY OF COLERAINE

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

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

BY: \_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



## **DOMESTIC ANIMAL CONTROL FACILITY AGREEMENT**

THIS AGREEMENT made and entered in this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Grand Rapids, Itasca County, Minnesota, hereafter called "GRAND RAPIDS" and the City of Cohasset, Itasca County, Minnesota, hereinafter called "COHASSET."

WEREAS Grand Rapids presently has a Community Service Officer and is operating a Domestic Animal Control Facility within the City of Grand Rapids, and

WHEREAS Cohasset is desirous of using said Community Service Officer and facility from time to time, in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That Grand Rapids will allow Cohasset to use its Community Service Officer and Domestic Animal Control Facility from time to time in accordance with the rules and regulations as Grand Rapids may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from Cohasset. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by Cohasset through a means other than the Grand Rapids Domestic Animal Control Facility.
2. In consideration of the use of said Domestic Animal Control Facility, Cohasset will pay the amount of Three Hundred Sixty Five (\$365) per month as a monthly retainer. In addition to said monthly retainer, Cohasset will pay to Grand Rapids the sum of \$10 per day for keeping of an animal for a maximum of ten (10) days. All Cohasset animals shall be managed, housed and cared for by the City in accordance with the City's rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. Cohasset will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. In consideration of the use of said Community Service Officer, Cohasset will pay the hourly salary of the Community Service Officer according to the union contract.
5. The working hours of the Community Service Officer are Monday through Friday from 8:00 AM to 4:30 PM with holidays and weekends off, according to the union contract.
6. In consideration of the use of said Community Service Officer, Cohasset will be charged the overtime rate according to the union contract if the need arises.

7. In consideration of the use of said Community Service Officer, Cohasset will pay the IRS federal reimbursement for mileage at the time of travel to and from Grand Rapids to the responding location in Cohasset.
8. In consideration of the use of said Community Service Officer, Cohasset will be charged a minimum of one hour per call. After the first hour, Cohasset will be charged the actual time spent on the call.
9. In consideration of the use of said Community Service Officer, when off duty and called out by Cohasset, Cohasset will be charged a minimum of two hours call out time according to the union contract.
10. In consideration of the use of said Community Service Officer, officers of the Grand Rapids Police Department will not respond to domestic animal control complaints in Cohasset when the Community Service Officer is unavailable.
11. All animal criminal investigations, including violation of Cohasset City Ordinances, will be the responsibility of the Itasca County Sheriff's Department.
12. The City of Cohasset will be billed quarterly for all bills.
13. This agreement shall remain in full force and effect for a period of one year from January 1, 2017 and will terminate on December 31, 2017. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. Grand Rapids shall be paid for the work performed prior to the effective date of termination provided by Cohasset. Notice to Grand Rapids shall be mailed or delivered to the City Council, Grand Rapids City Hall, 420 North Pokegama Avenue, Grand Rapids, MN 55744. Notice to Cohasset shall be mailed or delivered to the City Council, Cohasset City Hall, 305 NW 1<sup>st</sup> Avenue, Cohasset, MN 55721.
14. Cohasset does hereby agree to indemnify, defend and save Grand Rapids, its agents and employees, harmless from any and all claims for personal injury, property damage, or any other claims and costs including attorney's fees, expenses of investigation, and litigation of suits and claims thereof, and including workers compensation claims which may arise from the use by Cohasset of the Grand Rapids Domestic Animal Control Facility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

CITY OF COHASSET

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

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

BY: \_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0269      **Version:** 1      **Name:** Temp Liquor License - St. Joseph's  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/18/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [St. Joe's Temp. Liquor License.pdf](#)

Date	Ver.	Action By	Action	Result
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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.

**Background Information:**

On March 27, 2017, the City Council approved an application for a temporary liquor license for St. Joseph's Catholic Church for an event to be held on April 29th. Staff has been advised that there was an error on the application and the correct date of the event is May 5, 2017. A new application with the correct date has been submitted for consideration.

**Staff Recommendation:**

Rescind temporary liquor license issued to St. Joseph's Catholic Church for April 29, 2017 and approve new application for event on May 5, 2017.

**Requested City Council Action**

Make a motion to approve a temporary liquor license for St. Joseph's Catholic Church, event scheduled for May 5, 2017 and rescind temporary liquor license issued for incorrect date of April 29, 2017.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization  Date organized  Tax exempt number

Address  City  State  Zip Code

Name of person making application  Business phone  Home phone

Date(s) of event  Type of organization  Club  Charitable  Religious  Other non-profit

Organization officer's name  City  State  Zip Code

Organization officer's name  City  State  Zip Code

Organization officer's name  City  State  Zip Code

Organization officer's name  City  State  Zip Code

Location where permit will be used. If an outdoor area, describe.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Catholic Mutual Group

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Date Approved

Fee Amount

Permit Date

APPROVAL



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0271      **Version:** 1      **Name:** Request by 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.

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

**File created:** 4/19/2017      **In control:** City Council

**On agenda:** 4/24/2017      **Final action:**

**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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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.

**Background Information:**

The police department has used auctions in the past to dispose of forfeited and city owned vehicles. The police department would like to use Mid-State Auto Auction this year to dispose of our vehicles. The auction would be held at their facility, located in New York Mills, MN. The forfeited vehicles have been awarded to us by the courts and have been titled into the city's name.

The description of vehicles is as follows:

<u>ICR #</u>	<u>MAKE/MODEL</u>	<u>VIN</u>
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**FORFEITED**

15000497	CHEVY PICKUP	1GCHK23133F233384
15007037	MAZDA PROTÉGÉ	JM1BJ225920612517
16001410	MERCURY MOUNTAINEER	4M2DU86PXYUJ36627
16003424	CHEVY IMPALA	2G1WT55K26900071
16003516	CHEVY CELEBRITY	1G1AW51R3K6114189



**CITY OWNED**

**2005 CHEVY IMPALA 2G1WF55859208312**

**Staff Recommendation:**

The police department would recommend to the city council to allow the police department to sell five (5) forfeited vehicles and one (1) city owned vehicle through Mid-State Auto Auction.

**Requested City Council Action**

Make a motion to sell five (5) forfeited vehicles and one (1) city owned vehicle through Mid-State Auto Auction in New York Mills, Minnesota.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0272      **Version:** 2      **Name:** Civic Center HVAC repairs  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/19/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider authorizing Gartner Refrigeration to perform repairs on rooftop equipment at the IRA Civic Center.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider authorizing Gartner Refrigeration to perform repairs on rooftop equipment at the IRA Civic Center.

**Background Information:**

A few weeks ago, snow that had accumulated on the West roof of the Civic Center slid off and caused significant damage to one of our rooftop HVAC units. Our insurance adjuster visited and asked that we get a quote to repair the unit. I obtained a quote, not to exceed \$8,000 from Gartner Refrigeration as they are under City contract to perform all seasonal preventative maintenance on our HVAC equipment. The League of Minnesota Cities Insurance has already issued us a reimbursement check. City staff is looking into retrofitting the snowguards to prevent this from happening in the future.

**Staff Recommendation:**

City staff recommends authorizing Gartner Refrigeration to perform repairs on rooftop equipment at the IRA Civic Center.

**Requested City Council Action**

Pass a motion authorizing Gartner Refrigeration to perform repairs on rooftop equipment at the IRA Civic Center.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0276      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/20/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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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.

**Background Information:**

The following individuals will be hired with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex. These seasonal employees will be part of the annual operating budget, begin employment on April 24, 2017 and complete employment by May 31, 2017.

Chloe Reiser, Youth Coach, \$9.50 per hour

**Staff Recommendation:**

City staff is recommending the approving of hiring of seasonal and regular part-time employees with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

**Requested City Council Action**

Make a motion approving the hiring of seasonal and regular part-time employees with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

12a.



# CITY OF GRAND RAPIDS

## Legislative Master

File Number: 17-0283

<b>File ID:</b> 17-0283	<b>Type:</b> Agenda Item	<b>Status:</b> Consent Agenda
<b>Version:</b> 1	<b>Reference:</b>	<b>In Control:</b> City Council
		<b>File Created:</b> 04/24/2017
<b>File Name:</b>		<b>Final Action:</b>

**Title:** Consider approving temporary liquor license for Grand Rapids Players, event scheduled for May 17, 2017.

**Notes:**

<b>Sponsors:</b>	<b>Enactment Date:</b>
<b>Attachments:</b>	<b>Enactment Number:</b>
<b>Contact:</b>	<b>Hearing Date:</b>
<b>Drafter:</b>	<b>Effective Date:</b>

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 17-0283

Consider approving temporary liquor license for Grand Rapids Players, event scheduled for May 17, 2017.

**Background Information:**

Grand Rapids Players has submitted an application for a temporary liquor license for an event to be held at MacRostie Art Center on May 17, 2017. All documentation and fees have been received.

**Staff Recommendation:**

Approve and authorize staff to forward to the State for permit.

**Requested City Council Action**

Make a motion approving temporary liquor license for Grand Rapids Players, event scheduled for May 17, 2017.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0280      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 4/20/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Pokegama Golf Course ~ Bob Cahill

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Pokegama Golf Course ~ Bob Cahill



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0275      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 4/20/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider adoption of a resolution approving the Second Amendment to Contract for Private Development with Majestic Pines Grand, LLC

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Grand Rapids Majestic Pines RESOLUTION APPROVING SECOND AMENDMENT TO CPD - Grand Rapids Majestic Pines SECOND AMENDMENT TO CPD - 498128v1.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adoption of a resolution approving the Second Amendment to Contract for Private Development with Majestic Pines Grand, LLC

**Background Information:**

On July 8, 2013, the City entered into a Contract for Private Development with Majestic Pines Grand LLC (Contract), whereunder the City pledged available tax increment financing (TIF) to reimburse public infrastructure construction costs associated with the development of a 73 unit assisted living facility. In order to qualify the TIF district as a "housing district" in accordance with TIF statutes, Majestic Pines agreed through the Contract that a minimum of 20% of the units be restricted to individuals with an income at or below 50% of the area median income.

Majestic Pines has applied for a permit to construct a \$1.95M 16 unit addition to their assisted living facility, which they plan to begin construction on in the next few weeks. To maintain compliance with the Contract and the approved TIF Plan, Majestic Pines has agreed that 20% of the additional units will also be similarly income restricted. The Second Amendment to the Contract for Private Development makes the required adjustments to account for the additional units being added.

The assessed value of this addition to the Majestic Pines facility will increase the captured tax capacity. The increased tax capacity will have the effect of shortening the term of the TIF District, which had already been projected to be satisfied in the first half of 2020. The adjustments made by this amendment will not increase the amount of the TIF obligation.

**Requested City Council Action**

Adopt a resolution approving the Second Amendment to Contract for Private Development with Majestic Pines Grand, LLC

**AUTHORIZING RESOLUTION**

**CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING SECOND AMENDMENT TO  
CONTRACT FOR PRIVATE DEVELOPMENT**

BE IT RESOLVED BY the City Council ("Council") of the City of Grand Rapids, Minnesota (the "City") as follows:

Section 1. Recitals

1.01. The City has heretofore approved the establishment of its Tax Increment Financing District No. 1-9 (the "TIF District") within Development Project No. 1 ("Project"), and has adopted a tax increment financing plan for the purpose of providing tax increment financing assistance for the construction of the Minimum Improvements (as defined below) within the Project.

1.02. The City has previously approved that certain Contract for Private Development between the City and Majestic Pines Grand, LLC (the "Developer"), dated as of July 8, 2013, as amended by the Second Amendment to Contract for Private Development (together, the "Agreement") providing tax increment financing assistance to the Developer for the construction of 73 units of senior housing comprising 18 memory care units, 16 enhanced care units, and 39 independent living units with services, as an affordable rental property (the "Minimum Improvements"). Of the 73 total units originally constructed, at least 15 were be intended for occupancy by persons whose income is 50% or less of area median gross income as required by the Agreement and Minnesota Statutes, Sections 469.174 through 469.1794 (the "TIF Act").

1.03. The parties have negotiated and proposed to execute a Second Amendment to the Contract for Private Development (the "Second Amendment") to reflect that the Developer is constructing an additional 16 units of senior housing comprising 6 memory care units and 10 enhanced care units on the development property. Of the 73 originally constructed units and 16 additional units (89 total units), at least 18 will be intended for occupancy by persons whose income is 50% or less of area median gross income as required by the TIF Act.

Section 2. Second Amendment Approved.

2.01. The Second Amendment as presented to the Council is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and City Administrator, provided that execution of the Second Amendment by such officials shall be conclusive evidence of approval.

2.02. The Mayor and City Administrator are hereby authorized to execute on behalf of the City the Second Amendment and any documents referenced therein requiring execution by the City, and to carry out, on behalf of the City, its obligations thereunder.

2.03. City staff and consultants are authorized to take any actions necessary to carry out the intent of this resolution.

Adopted this \_\_\_ day of \_\_\_\_\_, 2017.

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Mayor

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City Clerk



## SECOND AMENDMENT TO CONTRACT FOR PRIVATE DEVELOPMENT

This Second Amendment to Contract for Private Development (the “Amendment”) dated as of \_\_\_\_\_, 2017, by and between the CITY OF GRAND RAPIDS, MINNESOTA, a Minnesota municipal corporation (the “City”), and MAJESTIC PINES GRAND, LLC, a Minnesota limited liability company (the “Developer”).

### RECITALS

A. The City currently administers Municipal Development District No. 1 (the “Development District”) pursuant to Minnesota Statutes, Sections 469.124 to 469.134 (the “Development District Act”) within the City.

B. The City approved a Tax Increment Financing Plan for Tax Increment Financing District No. 1-9 (the “TIF District”) pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended, made up of the area developed by Developer (the “Development Property”).

C. The City and Developer executed a certain Contract for Private Development, dated as of July 8, 2013, as amended by a First Amendment to Contract for Private Development (the “Contract”), whereunder the City pledged Available Tax Increment (as defined in the Contract) to reimburse certain costs incurred by Developer in connection with the development of 73 units of senior housing comprising 18 memory care units, 16 enhanced care units, and 39 independent living units with services, as an affordable rental property required to satisfy the income requirements for a qualified residential rental project set forth in Section 4.5 hereof, and of the Public Improvements associated with such facility (the “Minimum Improvements”) on the Development Property.

D. The Developer desires to construct an additional 16 units of senior housing comprising 6 memory care units and 10 enhanced care units (the “Additional Improvements”) on the Development Property. In order to continue to qualify the TIF District as “housing district” pursuant to the TIF Act, the Developer has agreed to restrict 18 units of the Minimum Improvements and the Additional Improvements for occupancy by persons whose income is 50% or less of area median gross income.

E. The City and Developer have agreed to modify certain terms and conditions of the Contract as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Section 1.1. Section 1.1 of the Contract is hereby amended to add the following definition:

“Additional Improvements” means the development on the Development Property of an additional 16 units of senior housing comprising 6 memory care units and 10 enhanced care units.

2. Section 4.5. Section 4.5 of the Contract is hereby amended as follows (new language is underlined):

Section 4.5. Income Limits.

(a) The City and the Developer understand and agree that the TIF District will constitute a “housing district” under Section 469.174, subdivision 11 of the TIF Act. The Developer covenants that, for the duration of the TIF District, it will comply with all income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code of 1986, as amended.

(b) On or before February 2 of each year for the duration of the TIF District, the Developer shall submit evidence in substantially the form in Schedule C, showing that the Minimum Improvements and the Additional Improvements meet the relevant income requirements. The Developer agrees to restrict 20% of the 89 total units (including the Minimum Improvements and the Additional Improvements) for occupancy by persons whose income is 50% or less of area median gross income. The parties agree and understand that Progressive Care, LLC (the “Manager”) will review such evidence and will certify to the City that the TIF District remains a housing district under the TIF Act. Developer is responsible for any costs incurred to compensate the Manager (or any successor) for such activities.

(c) If the City receives notice from the Manager, the State department of revenue, the State auditor, any Tax Official or any court of competent jurisdiction that the TIF District does not qualify as a “housing district,” such event shall be deemed an Event of Default under this Agreement. In addition to any remedies available to the City under Article IX hereof, the Developer shall indemnify, defend and hold harmless the City for any damages or costs resulting therefrom.

3. Schedule C. Schedule C attached to the Contract is hereby deleted and replaced in its entirety with Schedule A attached hereto.

4. Miscellaneous. Except as amended by this Amendment, the Contract shall remain in full force and effect.



**SCHEDULE A**  
Form of Renter's Income Verification Form

PROPERTY INFORMATION

Postal Address of Property \_\_\_\_\_

Unit Number \_\_\_\_\_

TENANT INFORMATION

Name of Tenant \_\_\_\_\_

Phone # \_\_\_\_\_

Number of family/household members: \_\_\_\_\_

Annual Household Income\* \$ \_\_\_\_\_

*\*Annual Household Income must be supported by documentation (i.e. copy of most current 1040's, etc.). Failure to provide verification will constitute a "non-qualifying tenant".*

INCOME LIMIT INFORMATION

20____ Income Limits	
<u>Family Size</u>	<u>Income</u>
1	
2	
3	
4	
5	
6	
7	
8	

Does the Tenant meet these limits and has appropriate documentation been submitted?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

Pursuant to the Contract for Private Development between the City of Grand Rapids and Majestic Pines Grand, LLC dated as of July 8, 2013, as amended by the First Amendment to Contract for Private Development and the Second Amendment to Contract for Private Development, at least 18 of the 89 rental units comprising the Minimum Improvements and the Additional Improvements must be reserved for tenants whose income is 50% or less of the area's median gross income.

Signature of Tenant(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Reviewed and approved on behalf of Progressive Care, LLC.

By \_\_\_\_\_ Date \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0266      **Version:** 1      **Name:** 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.

**Type:** Public Hearing      **Status:** Public Hearing

**File created:** 4/18/2017      **In control:** City Council

**On agenda:** 4/24/2017      **Final action:**

**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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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.

**Background Information:**

Staff has identified an opportunity/need for additional clarification of the brewery/brewpub “use” within the Permitted Use Table (Section 30-512) of the Zoning Ordinance Article of the Municipal Code.

Although the currently planned projects are permitted by our existing ordinance, through its defined use categories, such as light manufacturing and restaurant, it was determined that more specific ordinance language would be beneficial now and into the future, in that it would provide for a more simplified means of code interpretation.

On March 2, 2017 the Planning Commission formally initiated the review and amendment process for the addition of the brewery/distillery/winery use and a taproom/tasting room use to the Zoning Ordinance. The Planning Commission formed a subcommittee of two Commissioners to work with staff on developing potential amendments to the text of the Zoning Ordinance, which were the presented to the full Planning Commission for review and recommendation to the City Council.

Generally, in working with Planning Commission Subcommittee, we reviewed; MN State Statutes pertaining to licensing of Brewers, Brew Pubs, and Brewer Taprooms, ordinance language from other municipalities pertaining to these uses, Section 30-511 Purpose of Districts, and then identified the sections of the Zoning Ordinance requiring potential amendment.

The approach taken, in drafting the proposed amendments, was to limit the complexity of the amendments by adding two new defined uses which would be permitted, with some restrictions, in three of the City’s commercial zoning districts. The proposed amendments categorize the added uses, within those zoning districts, by the building size of the manufacturing/industrial component of the use (Brewery/Distillery/Winery). It was felt that regulating according to building size was a more appropriate land use consideration, rather than definitions tied to the “quantity produced” by the

use, which is how licensing requirements categorize them. It was also felt that it would be consistent with the purpose and intent of the General Business (GB) and Central Business District (CBD) zones to require a retail component (Taproom/tasting room) be co-located with the manufacturing component.

Draft amendments reviewed by the Planning Commission subcommittee, brewery project proposers, and presented to the Planning Commission are summarized as follows:

**EXHIBIT “A” - Section 30-421. Definitions.**

- a. ***Brewery/Distillery/Winery**, means a structure or portion of a structure dedicated to the licensed production and packaging of intoxicating malt liquor, distilled spirits, or wine, and not including any permitted associated retail use or uses.*
- b. ***Taproom/tasting room**, means an area for the on-sale consumption of malt liquor/distilled spirits or wine, produced on the premises of a brewery/distillery/winery or an abutting property in common ownership of the producer, which may include sales of beverages produced and packaged on site for off-premises consumption as allowed by Minnesota Statutes, as amended. A Taproom/tasting room use may or may not include a restaurant component.*

**EXHIBIT “B” - Section 30-512 Table-1 Permitted Uses.**

- a. *Brewery/Distillery/Winery use permitted with Restrictions (R) in CBD (Central Business District) and GB (General Business) zoning districts.*
- b. *Brewery/Distillery/Winery use permitted with Restrictions (R) in BP (Business Park) zoning district.*
- c. *Taproom/Tasting room, permitted within the CBD, GB, and BP zoning districts.*

**EXHIBIT “C” - Section 30-564 Uses with restrictions. Added restrictions:**

- a. *Brewery/Distillery/Winery use (within CBD, GB zone): Provided as follows:*
  - i. *10,000 sq. ft. or less gross floor area.*
  - ii. *Must be co-located with taproom/tasting room use.*
- b. *Brewery/Distillery/Winery use (within BP zone). Provided as follows:*
  - i. *10,000 sq. ft. or less gross floor area.*

Additionally, within Section 30-564, we amended #32 and #33 (renumbered with proposed amendments - page 5), removing the “custom” from the restriction for manufacturing, and replacing it with “light”. This will provide consistency with both the definitions section, as well as the permitted use table, as both areas either refer to “heavy” manufacturing or “light” manufacturing.

At their meeting on April 6, 2017, the Planning Commission reviewed the amendments and forwarded a favorable recommendation to the City Council regarding the draft text amendment. The proposed amendments shown as Exhibits “A”-“C” to the draft Ordinance being considered, which also includes the Planning Commission’s findings of fact.

**Requested City Council Action**

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.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0262      **Version:** 1      **Name:** 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 r

**Type:** Agenda Item      **Status:** Community Development

**File created:** 4/17/2017      **In control:** City Council

**On agenda:** 4/24/2017      **Final action:**

**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:** [Ordinance: Brewery/Taproom Text Amendments](#)  
[Exhibit "A" - Sec. 30-421. Definitions](#)  
[Exhibit "B" - Sec. 30-512. Table of uses permitted](#)  
[Exhibit "C" - Sec. 30-564. Uses with restrictions](#)

Date	Ver.	Action By	Action	Result
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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.

**Background Information:**

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the ordinance as prepared, or the Council can make its own findings to support its reasons for approving or denying the text amendment.

**Requested City Council Action**

Make a motion to approve or deny 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; *and authorize its publication in summary form.*

**AN ORDINANCE AMENDING MULTIPLE SECTIONS OF CHAPTER 30 LAND DEVELOPMENT REGULATIONS ESTABLISHING A BREWERY/DISTILLERY/WINERY USE AND A TAPROOM/TASTING ROOM USE**

WHEREAS, on March 2, 2017 the Planning Commission formally initiated the review and process to amend Chapter 30 *Land Development Regulations* for the addition of a brewpub/brewer taproom use to the Zoning Ordinance; and

WHEREAS, the Planning Commission on April 6, 2017 reviewed draft amendments to Chapter 30 of the Zoning Ordinance establishing a *Brewery/Distillery/Winery* use and a *Taproom/Tasting* room use and made certain findings of fact, that the addition of these provisions were consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt amendments to said portions of Article VI of Chapter 30 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, April 24, 2017 at 5:30 p.m., to consider the amendments; and

WHEREAS, the City Clerk presented the affidavit of publication of the notice of the public hearing; and

WHEREAS, the City Council has heard all persons who wished to be heard in regards to the proposed text amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that it adopts the Planning Commission's following findings of fact relative to the amendments to provisions within Chapter 30 Land Development Regulations, of the City Code:

- The amendments will not have an adverse effect on the character of neighborhoods.
- The amendments would foster economic growth in the community.
- That the amendments would be in keeping with the spirit and intent of the Zoning Ordinance, by providing further clarification and new use definitions.
- That the amendments would be in the best interest of the general public by providing more commercial options and potentially making Grand Rapids more attractive to people or businesses looking to relocate.
- That the amendments would be consistent with the Comprehensive Plan by keeping the Zoning Ordinance current and up to date.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the proposed amendments to the City Code are in the best interest of the public's health, safety, and general welfare, and hereby ordains that the Grand Rapids City Code be amended as provided in Exhibits "A" through "C"



This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 24<sup>th</sup> day of April, 2017.

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

Attest:

\_\_\_\_\_  
Kim Gibeau, City Clerk

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

DRAFT

Sec. 30-421. - 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:

*Accessory building* means a subordinate building or structure on the same lot with a principal or main building, or the part of the main building occupied or devoted exclusively to an accessory use. In a shoreland zone, an accessory structure or facility means any building or improvement subordinate to a principal use which, because of the nature of its use, can reasonably be located at or greater than normal structure setbacks.

*Accessory use* means a use on the same lot with the principal use of [or] building that is customarily incidental and subordinate to the principal use or building.

*Administrative and support services* means establishments engaged in activities that support the day-to-day operations of other organizations. The processes employed in this sector (e.g., general management, personnel administration, clerical activities, telemarketing bureaus and contact centers, cleaning activities) are often integral parts of the activities of establishments found in all sectors of the economy.

*Agriculture* means the use of the land for agricultural purpose, including farming, dairying, pasturage, horticulture, animal and poultry husbandry and the necessary accessory uses for packing, treating or storage of produce; provided, however, the operation of any such accessory uses shall be secondary to that of normal agriculture and provided further that these uses shall not include the commercial feeding of garbage or offal to swine or other animals.

*Airport or heliport* means any land or structure which is used or intended for use, for the landing and take-off of aircraft, and appurtenant land or port building or other port structures or rights-of-way.

*Airspace zones A, B, and C.* Refer to article III of this chapter.

*Alley* means a public right-of-way which affords a secondary means of access to abutting property.

*Alterations* means any modification, additions, or change in construction or type of occupancy; any enlargement of a building, either horizontally or vertically; or the moving of a structure from one location to another.

*Animals, domestic,* means fish, dogs, cats, birds and similar household pets.

*Animals, farm,* means cattle, hogs, horses, sheep, goats, rabbits, chickens and other farm animals.

*Animals, wild and exotic,* means animals other than domestic and farm animals that are customarily found in the wild and including snakes, wolves, and tigers and other such animals.

*Antenna support structure* means a building, athletic field lighting, water tower, or other structure, other than a tower, which can be used for location of telecommunications facilities.

*Apartment* means a room or suite of rooms, including bath and kitchen facilities, in a multiple-family building designed for occupancy by a single family.

*Apartment, accessory,* means an apartment that is secondary and incidental to a principal use or building.

*Applicant* means a person who applies for a permit to develop, construct, build, modify or erect a building, structure or use.

*Application* means the process by which the owner of a plot of land within the city submits a request to develop, construct, build, modify or erect a building, structure or use upon that land.

*Attorney* means the city attorney or his designated representative.

*Basement* means a portion of a building located partly underground, but having less than half its floor-to-ceiling height below the average grade of the adjoining ground.

EXHIBIT "A"

*Bed and breakfast* means a facility where for compensation and by prearrangement for definite periods of time not to exceed one week, morning meals and lodging are provided for not more than eight guestrooms.

*Bluff* means a topographic feature such as a hill, cliff, or embankment having the following characteristics (an area with an average slope of less than 18 percent over a distance for 50 feet or more shall not be considered part of the bluff):

- (1) Part or all of the feature is located in a shoreland area;
- (2) The slope rises at least 25 feet above the ordinary high water level of the waterbody;
- (3) The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater; and
- (4) The slope must drain toward the waterbody.

*Bluff impact zone* means a bluff and land located within 20 feet from the top of a bluff.

*Board of adjustments and appeals, zoning board, board of adjustment, board of zoning appeals, board or board of appeals* means the planning commission.

*Boardinghouse* means a building other than a motel or hotel, where, for compensation and by prearrangement for definite periods, meals and lodging are provided for not less than three or more than eight persons.

*Boathouse* means a structure designed and used solely for the storage of boats or boating equipment.

*Brewery/Distillery/Winery*, means a structure or portion of a structure dedicated to the licensed production and packaging of intoxicating malt liquor, distilled spirits, or wine, and not including any permitted associated retail use or uses.

*Building* means any structure having a roof which may provide shelter or enclosure of persons, animals or chattel, and when the structure is divided by party walls without openings, each portion of such building so separated shall be deemed a separate building. The term "building" includes the term "structure."

*Building height* means the distance between the average ground level at the building line and the highest point of the roof or flat roof, to the deckline of a mansard or to the highest gable on a pitched or hipped roof. In a shoreland district, the height of building means the vertical distance between the highest adjoining ground level at the building or ten feet above the lowest ground level, whichever is lower, and the highest point of a flat roof or average height of the highest gable of a pitched or hipped roof.

*Building line* means that line measured across the width of the lot at the point where the main structure is placed in accordance with setback provisions. Building line also means a line parallel to a lot line or the ordinary high water level at the required setback beyond which a structure may not extend.

*Building, principal*, means a building in which is conducted the main or primary use of the lot on which it is located.

*Carport* means an open-sided roofed automobile shelter, usually formed by extension of the roof from the side of a building.

*Carwash* means a principal building which is equipped with a conveyor system or other mechanical equipment and facilities for washing motor vehicles.

*Carwash, accessory*, means an accessory building or part of a principal building equipped with mechanical equipment for washing autos (not a conveyor system) which is accessory to an automobile service or gasoline station and comprises only one normal service bay of the gas station.

*Cellar* means that portion of the building having more than half of the floor-to-ceiling height below the average grade of the adjoining ground.

*Church* means a building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

*City engineer* means the professional engineer employed by the city or person otherwise authorized by the city.

*Clinic* means an establishment where human patients who are not lodged overnight are admitted for examination and treatment by a group of physicians, dentists, mental health specialists or similar professionals.

*Club, lodge, membership organization* means a nonprofit organization or association which meets on a regular basis regarding the interests of its members and their guests.

*Cluster housing* means the grouping of housing units which results in higher density clusters while maintaining approximately the same overall allowable site density. Cluster housing shall include townhouses, zero lot line houses, row houses and similar housing types.

*Commercial planned unit developments* are typically uses that provide transient, short-term lodging spaces, rooms, or parcels and their operations are essentially service-oriented. For example, resorts, recreational vehicle and camping parks, and other primarily service-oriented outdoor activities are commercial planned unit developments.

*Commercial use* means the principal use of land or buildings for the sale, lease, rental, or trade of products, goods, and services.

*Commission* means the planning commission of the city.

*Commissioner* means the commissioner of the department of natural resources.

*Communication services* means a public or commercial facility primarily engaged in the provision of broadcasting and other information relay services. This term includes radio and television studios, cable and internet providers, and related services and equipment. This term does not include major communication equipment.

*Comprehensive plan* means a compilation of policy statements, goals, standards and maps for guiding the physical, social and economic development of the city and including a land use plan, a community facilities plan, and a transportation plan which has been prepared and adopted by the city.

*Conditional use* means a use which is permitted in a district only upon issuance of a conditional use permit (CUP). It means a land use or development as defined by ordinance that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that certain conditions as detailed in this article exist, the use or development conforms to the comprehensive land use plan of the community, and the use is compatible with the existing neighborhood.

*Congregate housing* means group housing for three or more individuals not related by blood, marriage or adoption on a weekly or longer basis. Typical uses include retirement homes and boardinghouses.

*Construction material suppliers* means establishments (except those known as home centers, and hardware stores) primarily engaged in retailing specialized lines of new building materials, such as lumber, fencing, glass and windows, doors, plumbing fixtures and supplies, paint and wallpaper stores, electrical supplies, prefabricated buildings and kits, and kitchen and bath cabinets and countertops to be installed.

*Council* shall refer to the city council of the city.

*Curb level* means the level of the established curb front of a building measured at the center of such front. Where no curb elevation has been established, the mean elevation of the finished lot grade immediately adjacent to a building shall be considered the curb level for purposes of this article.

EXHIBIT "A"

*Day care center* means a use defined by Minn. Stat. ch. 462, which is operated for profit for the daytime only care of children and adults.

*Deck* means a horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site.

*Density* means the number of dwelling units residing upon, or to be developed upon, an acre of land.

*District* means an area of land for which there are uniform regulations governing the use of buildings and premises.

*Driveway* means a private roadway, other than a street or alley that provides access to a parking space, garage, dwelling or other buildings and structures.

*Duplex, triplex, and quad*, mean a dwelling structure on a single lot, having two, three, and four units, respectively, being attached by common walls and each unit equipped with separate sleeping, cooking, eating, living, and sanitation facilities.

*Dwelling* means any building or portion thereof, which is designed or used exclusively for residential purposes but not including rooms in motels, hotels, nursing homes, boardinghouses, nor trailers, tents, cabins or trailer coaches.

*Dwelling, attached*, means a dwelling which is joined to another dwelling at one or more sides by a party wall or walls.

*Dwelling, detached*, means a single-family dwelling.

*Dwelling, multiple-family*, means a residential building, or portion thereof, containing three or more dwelling units.

*Dwelling, single-family*, means a detached building designed for or occupied exclusively by one family.

*Dwelling, twin home*, means a residential building containing two dwelling units divided by a common property line and may have different owners.

*Dwelling, two-family*, means a residential building containing two dwelling units.

*Dwelling, unit*, means a building, or portion thereof, which includes complete kitchen and toilet facilities and is designed exclusively for one family.

*Educational service institution* means a specialized establishment dedicated to providing educational instruction and training outside of traditional primary, secondary, and post secondary campus settings. These operations often differ from traditional educational campuses in that there may be flexible operating schedules and generally no associated sports complexes, large bus parking areas, etc. that are associated with a traditional educational campus setting. Such establishments may include: remedial secondary programs/schools, business, computer and management training schools/centers, technical and trade schools, fine art schools and examination and tutoring centers.

*Emergency housing facility* means a building or portion thereof where persons who do not have housing live until more permanent arrangements can be made.

*Essential services* means the erection, construction, alteration or maintenance by private or public utilities, or municipal departments of underground or overhead telephone, gas, electrical, steam, hot water, waste, or water transmission, distribution, collection, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants and other similar equipment and accessories in connection therewith for the furnishing of adequate service by such private or public utilities or municipal departments. Essential services shall not include waste facilities (transfer facilities, landfills, or other sanitary solid waste).

*Essential service structure* means structures and buildings necessary for the operation of essential services, including building[s] not limited to: telephone buildings, telephone booths, gas regulator stations, substations, electrical stations, water tanks, lift stations or pump houses. Essential service structures shall not include transmission/reception antennas.

EXHIBIT "A"

*Extractive use* means the use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, and peat not regulated under Minn. Stat. §§ 93.44—93.51.

*Family* means an individual, or two or more persons related by blood, marriage or adoption, or group of not more than four persons not so related, living together as a single housekeeping unit using common cooking and kitchen facilities.

*Floodway* means an area subject to periodic flooding as delineated by a flood boundary on the zoning map.

*Floor area* means the sum of the gross horizontal areas of the floors of a building or dwelling unit, measured from the exterior walls, or from the centerline of party walls separating buildings, excluding cellars but including basements.

*Forest land conversion* means the clear cutting of forested lands to prepare for a new land use other than reestablishment of a subsequent forest stand.

*Garage, private,* means an accessory building or an accessory portion of a principal building designed or used solely for the storage of noncommercial motor vehicles, boats, and similar vehicles which are owned and used by the occupants of the building to which it is accessory.

*Garage/yard sale* means the temporary display and sale of goods within the garage and/or driveway of a residence.

*Gasoline station* means a structure plus an area of land that is used or designed for the supply of motor vehicle fuels. For the purpose of this article, this term shall also mean an area or structure used for greasing, changing the oil, washing or repairing automobiles when such uses are accessory to the principal gasoline station use.

*Ghost plat* means a plan that shows the eventual build out of a parcel at urban densities by establishing future lot lines; building envelopes; layout of future streets; easements; and information on how public utilities may be extended to accommodate future, urban development.

*Gross floor area (GFA)* means, for the purpose of computing required parking, the floor area for the building excluding accessory garages, underground parking, areas not enclosed by exterior walls, mechanical rooms, patios, decks, restrooms, elevator shafts, or stairwells.

*Group, foster home,* means a residential use defined by Minn. Stat. ch. 462, which provides housing for the mentally retarded, physically handicapped and those in need of rehabilitation, excepting mental rehabilitation.

*Group usable open space* means open space associated with a multiple-family development that is not part of a required yard, is relatively free of buildings and is available for recreational usage by the residents.

*Guest cottage* means a structure used as a dwelling unit that may contain sleeping spaces and kitchen and bathroom facilities in addition to those provided in the primary dwelling unit on a lot.

*Guestroom* means a room or group of rooms occupied, arranged or designed for occupancy by one or more guests for compensation.

*Hardship* means the same as that term is defined in Minn. Stat. ch. 462.

*Hazardous material* means any substance that because of its quantity, concentration, or physical/chemical characteristic poses a significant present or potential hazard to human health or the environment when improperly used, handled, treated, processed, stored, transported, disposed of, or otherwise managed.

*Health and fitness club* means a business that provides recreational services and facilities, usually for the benefit of its membership or the general public, involving aerobic exercises, strength and cardiovascular equipment, indoor or outdoor game courts, swimming pools, running tracks, massage, tanning and other personal services, saunas, steam room, showers and lockers and the like that may be used at any time that the operation is open for business.

EXHIBIT "A"

*Home occupation* means a gainful occupation conducted in a residential building which is clearly secondary and incidental to the principle residential use of such building and generates no appreciable increase in traffic at any time over that customarily associated with a residential use.

*Hotel* means a building containing eight or more guestrooms in which lodging is provided with or without meals for compensation and which is open to transient or permanent guests or both, and where no provision is made for cooking in any guestroom, and in which ingress and egress to and from all rooms is made through an inside lobby or office supervised by a person in charge.

*Impervious surface* refers to improvements on or to the land which prevent precipitation from percolating into the soil. Impervious surface includes buildings, concrete or asphaltic pavement, compacted class 5 (gravel), or other similar hard surfaces. It does not include naturally occurring surface bedrock. Porous decks or paving systems over unpaved or uncompacted surfaces are not considered impervious.

*Industrial use* means the use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.

*Intensive vegetation clearing* means removal of trees, brush or shrubs in a way that would greatly reduce the natural screening and decrease the aesthetic and ecological values of the property.

*Junkyard* means an area where used, waste, discarded, or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including, but not limited to, scrap iron, and other metals, paper, rags, rubber products, bottles and lumber. Storage of such material in conjunction with a permitted manufacturing process when within an enclosed area or building shall not be included.

*Juvenile detention center* means a secure facility to detain juveniles being held for court.

*Kennel* means any lot or premises used for the sale, boarding or breeding of dogs, cats or other household pets. Kennel shall mean three or more animals over six months of age.

*Land reclamation* means the rehabilitation of land through the establishment on a continuing basis of vegetative cover, soil stability, water conditions, safety conditions and other measures appropriate to the subsequent beneficial use of mined and reclaimed lands. This may include the conversion of the property to other uses.

*Land/sea container* means a fully enclosed metal or other prefabricated material structure, container, holder or receptacle, sometimes called a cargo container, which is independent of any trailer or axels, greater than five feet in length, has an opening for access which may or may not have a door attached, and which is used for purposes of, but not limited to storage, transportation of freight or holding for sale or lease. It does not include tractor-trailers.

*Licensed residential facility* means a program that provides 24-hour-a-day care, supervision, food, lodging, rehabilitation, training, education, habilitation, or treatment outside of a person's own home which is registered under Minn. Stat. ch. 144D.

*Limited clearing* means the removal of trees, brush or shrubs in a noncontiguous pattern to allow visibility and other permitted uses. Limited clearing shall not greatly reduce the natural screening assuming summer leaf on conditions. For the purpose of this definition, trees are woody plants that attain a height of 20 feet or more, with a single woody stem and a definite crown. Brush/shrubs are smaller than trees, usually with multiple woody stems, and seldom exceeds 12 feet in height.

*Lot* means land occupied or to be occupied by a building, land use or group of buildings together with such open spaces or yards as are required by this article and having its principal frontage on a public street. The term "lot" includes the terms "plot" or "parcel."

*Lot area* means the area of a lot in square feet as bounded by the lot lines.

*Lot area per dwelling unit* means the number of square feet of lot area required for each dwelling unit.

EXHIBIT "A"

*Lot, corner,* means a lot which has at least two contiguous sides abutting upon a street for their full length.

*Lot coverage, building,* means the percent of the lot covered with principle and accessory buildings.

*Lot interior* means a lot other than a corner lot.

*Lot line* means the lines bounding a lot as described in this article.

*Lot of record* means a lot which is part of a subdivision or plat, an auditor's subdivision or a registered land survey; or a parcel of land not so platted, for which a deed has been recorded in the county recorder's office prior to September 10, 1975.

*Lot, through,* means a lot where opposite lot lines abut two parallel streets and which is not a corner lot.

*Lot width* means the width measured along the front lot line of [or] street line, or the shortest distance between lot lines measured at the midpoint of the building line.

*Manufactured home* means a structure, transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that the term includes any structure which meets all the requirements and with respect to which the manufacturer voluntarily files the certification required and complies with the standards established under Minn. Stat. ch. 327.

*Manufactured home park* means any premises on which are parked two or more occupied manufactured homes.

*Manufacturing, heavy,* means a use engaged in the basic processing, manufacturing, packaging, assembly, compounding or treatment of materials or products predominantly from extracted or raw materials, or a use engaged in storage of or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions.

*Manufacturing, light,* means a use engaged in the manufacture, fabrication, processing, packaging or assembly, predominantly from previously prepared materials, of finished products or parts, but excluding basic industrial processing. The activities shall take place in a manner which will not produce offensive conditions observable from neighboring properties.

*Medical equipment and supplies* means establishments primarily engaged in the sale, leasing or rental of durable medical equipment and supplies operating out of a permanent structure. It does not include establishments primarily engaged in the sale of pharmaceuticals, medicines, optical goods, beauty supplies, and food supplement products.

*Membrane structure* means a structure with a canvas or other membrane material canopy suspended from a pole structure that has at least one end that can be opened.

*Mini storage* means an enclosed storage facility containing multiple individual units used solely for the storage of personal property. These units are intended to be leased or rented to private individuals. This facility is not intended to be used for commercial or industrial storage, nor shall the storage of flammable liquids or other hazardous materials be permitted.

*Mining* means the extraction of sand, gravel or other such material from the land in the amount of 400 or more cubic yards.

*Mobile home* is synonymous with manufactured home whenever it appears.

*Mobile home park* is synonymous with manufactured home park whenever it appears.

*Modular housing* means a factory-built home, other than a manufactured home, composed of components substantially assembled in a manufacturing plant which are designed only for final erection



or installation on a site-built, permanent foundation and is not designed to be moved once so erected or installed. Modular housing shall be regulated like dwellings which are constructed on site.

*Motel* means a building or group of attached or detached buildings under common ownership containing eight or more guests or sleeping rooms which is used or intended to be used primarily for the accommodation of transient automobile travelers. This term shall include buildings designated as auto courts, tourist courts, motor courts, motor hotels and similar names.

*Motor freight terminal* means a building or area in which freight brought by motor truck is assembled and/or stored for routing in intrastate or interstate shipment.

*Multiple-family dwelling.* See "Dwelling, multiple-family."

*Nonconforming use* means a building or use of land existing at the time of adoption of the ordinance from which this article is derived which does not conform to the regulations of the district or zone in which it is situated.

*Nursery, landscape,* means a business involving retail or wholesale sales of trees, flowering and decorative plants, and shrubs for purposes of transplanting, as well as accessory items directly related to their care and maintenance, which may be conducted within a building or without.

*Nursery school* means a school for children of preschool age.

*Off-road motorized sport vehicle trails* means a trail developed or designated for the purposes for motorized sport vehicles such as all-terrain vehicles and dirt bikes.

*Offices, business,* means a building in which business of a non-retail low-traffic generating nature and clerical services and duties are carried out, including corporate offices, banks, credit unions, insurance and real estate offices and similar uses.

*Open space* means any unoccupied spaces open to the sky on the same lot with a building.

*Ordinary high water level* means the boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.

*Outdoor display* means the storage or exhibition outside a commercial building of a representative sample of merchandise, goods or inventory intended for sale, rent or lease in the normal course of the principal occupant's business.

*Outdoor storage* means the practice and keeping of materials, supplies, or equipment on a lot but not within the confines of a structure.

*Performance standard* means a criterion established to control noise, odor, toxic or noxious matter, vibration, fire and explosive hazards, or glare or heat generated by or inherent in uses of land or buildings.

*Person* means any natural person, firm, partnership, association, corporation, company or other legal entity, private or public, whether for profit or not for profit.

*Planned unit development* means a type of development characterized by a unified site design for a number of dwelling units or dwelling sites on a parcel, whether for sale, rent, or lease, and also usually involving clustering of these units or sites to provide areas of common open space, density increases, and a mix of structure types and land uses. These developments may be organized and operated as condominiums, time-share condominiums, cooperatives, full fee ownership, commercial enterprises, or any combination of these, or cluster subdivisions of dwelling units, residential condominiums, townhouses, apartment buildings, campgrounds, recreational vehicle parks, resorts, hotels, motels, and conversions of structures and land uses to these uses.

*Principal use of structure* means the main use to which the premises are devoted and the principal purpose for which the premises exist.

*Professional, scientific and technical services*, means a place devoted to experimental study such as testing and analyzing materials, not including manufacturing or packaging of such materials, except incidentally. These activities require a high degree of expertise and training. The establishments in this sector specialize according to expertise and provide these services to clients in a variety of industries and, in some cases, to households. Activities performed include: legal advice and representation; accounting, bookkeeping, and payroll services; architectural, engineering, and specialized design services; computer services; medical and dental clinics; consulting services; research services; advertising services; and other professional, scientific, and technical services.

*Public hearing* means an official public meeting for which notice has been published in the official newspaper.

*Public waters* means any waters as defined in Minn. Stat. § 103G.005, subd. 15.

*Publication* means a notice placed in the official newspaper.

*Recreational equipment, major* means: travel trailers (including those that telescope or fold down), chassis-mounted campers, truck toppers, motor homes, tent trailers, converted buses, watercraft, trailer, all-terrain vehicle, snowmobile, dark house, fish house, and the like.

*Recreational facility, commercial-outdoors*, means an area or structure that offers commercial entertainment or recreation where any portion of the activity takes place outside. This includes but is not limited to batting cages, miniature golf, paint ball, go-cart track, or similar activities. This use may include associated accessory eating and drinking areas, retail sales areas and staff offices. This definition does not include trails for off-road motorized vehicle sports such [as] dirt bike and all-terrain vehicles.

*Residential planned unit development* means a use where the nature of residency is non-transient and the major or primary focus of the development is not service-oriented. For example, residential apartments, manufactured home parks, time-share condominiums, townhouses, cooperatives, and full fee ownership residences would be considered as residential planned unit developments. To qualify as a residential planned unit development, a development must contain at least five dwelling units or sites.

*Retail, convenience*, means a retail establishment offering for sale a limited line of groceries and household items, except for gasoline, intended for the convenience of the neighborhood.

*Retail, general sales and services*, refers to a broad range of commercial activities operating out of a permanent structure catering to the general public. It does not include other land uses referred to in Table 1 (uses permitted) in section 30-512.

*Right-of-way* means a street, alley or easement permanently established for the passage of persons and vehicles including the traveled surface and adjacent lands that are formally dedicated to such usage.

*Rooming house* means a building that is the primary residence of the owner and in which rooms are provided by the owner, for compensation, to persons not related by blood, marriage, or adoption to the owner.

*Rooming unit* means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

*Senior citizen housing* means housing that is exclusively for occupancy by a family of elderly persons over 65 years of age.

*Senior housing with services* means an establishment, licensed by the State of Minnesota, whose purpose is to provide living accommodations along with health related services primarily for the elderly, as further defined by Minn. Stat. § 144D.01, subpart 4.

*Sensitive resource management* means the preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over groundwater or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

## EXHIBIT "A"

*Setback* means the minimum horizontal distance between a structure, sewage treatment system, or other facility and an ordinary high water level, sewage treatment system, top of a bluff, or property line.

*Sewage treatment system* means a septic tank and soil absorption system or other individual or cluster type sewage treatment system as described and regulated in this article.

*Sewer system* means pipelines or conduits, pumping stations, and force main, and all other construction, devices, appliances, or appurtenances used for conducting sewage or industrial waste or other wastes to a point of ultimate disposal.

*Shooting range* means an area or facility designated or operated primarily for the use of firearms or archery.

*Shore impact zone* means land located between the ordinary high water level of a public water [public waters] and a line parallel to it at a setback of 50 percent of the structure setback.

*Shoreland* means land located within the following distances from public waters: 1,000 feet from the ordinary high water level of a lake, pond, or flowage; and 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the waters for lesser distances and when approved by the commissioner.

*Significant historic site* means any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the state register of historic sites, or is determined to be an unplatted cemetery that falls under the provisions of Minn. Stat. § 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the state archaeologist or the director of the state historical society. All unplatted cemeteries are automatically considered to be significant historic sites.

*Solar collector* means a device, structure or part thereof that transfers direct solar energy into thermal, chemical or electrical energy and that contributes significantly to a structure's energy supply.

*Solar energy* means radiant energy, direct, diffuse and reflected, received from the sun.

*Solar skyspace* means the space between a solar collector and the sun that shall be free of obstructions so the collector is not shaded to an extent that precludes its cost-effective operation.

*Stealth* means designed to blend into the surround[ing] environment; examples of stealth facilities include, without limitation, architecturally screened roof-mounted antennas, antennas integrated into architectural elements, and telecommunications towers designed to appear other than as a tower, such as light poles, power poles, and trees.

*Steep slope* means land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of this article. Where specific information is not available, steep slopes are lands having average slopes over 12 percent, as measured over horizontal distances of 50 feet or more, that are not bluffs.

*Street* means a public thoroughfare which affords the principal means of access to abutting property.

*Street line* means the legal line of demarcation between a street and abutting land.

*Structure* means anything constructed or erected, the use of which requires a location on the ground, or attached to something having a location on the ground.

*Subdivision* means land that is divided for the purpose of sale, rent, or lease, including planned unit developments, as defined in article V of this chapter.

*Surface water-oriented commercial use* means the use of land for commercial purposes, where access to and use of a surface water feature is an integral part of the normal conductance of business. Marinas, resorts, and restaurants with transient docking facilities are examples of such use.

EXHIBIT "A"

Taproom/tasting room, means an area for the on-sale consumption of malt liquor/distilled spirits or wine, produced on the premises of a brewery/distillery/winery or an abutting property in common ownership of the producer, which may include sales of beverages produced and packaged on site for off-premises consumption as allowed by Minnesota Statutes, as amended. A Taproom/tasting room use may or may not include a restaurant component.

*Telecommunications facilities* means cables, wires, lines, wave guides, antennas or any other equipment or facilities associated with the transmission or reception of telecommunications located or installed on or near a tower or antenna support structure. The term does not include:

- (1) A satellite earth station antenna two meters in diameter or less located in an industrial or commercial district; or
- (2) A satellite earth station antenna one meter or less in diameter, wherever located; or
- (3) A tower.

*Telecommunications tower or tower* means a self-supporting lattice, guyed, or monopole structure constructed from grade that supports telecommunications facilities; the term does not include amateur radio operations equipment licensed by the Federal Communications Commission.

*Toe of the bluff* means the point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from gentler to steeper slope above. If no break in the slope is apparent, the toe of the bluff shall be determined to be the lower end of a 50-foot segment with an average slope exceeding 18 percent.

*Top of the bluff* means the point on a bluff where there is, as visually observed, a clearly identifiable break in the slope, from steeper to gentler slope above. If no break in the slope is apparent, the top of the bluff shall be determined to be the upper end of a 50-foot segment with an average slope exceeding 18 percent.

*Tourist home* means a building providing lodging for not less than three, or more than eight tourists where accommodations have no cooking facilities.

*Transportation dispatch and storage* means a facility that provides storage and dispatch of taxi, limousine, charter/school/tour/public transit bus services, and all other similar vehicles that provide passenger transportation.

*Truck* means any vehicle or combination of vehicles or trailers whose total weight loaded or unloaded exceeds 10,000 pounds, or is registered with a GVW of 12,000 pounds or more, except recreational vehicles shall not be considered trucks for the purpose of this article.

*Use* means the purpose or activity for which the land or building thereon is designated, arranged, or intended, or for which it is occupied or maintained and shall include any manner of performance of such activity with respect to the performance standards of this article.

*Use, conditional*, means a permitted use which is potentially detrimental to a neighborhood or area which requires special treatment and the issuance of a CUP.

*Use, permitted by PUD*, means a use which is permitted only if the PUD procedure is used and a plan is formally approved by the city.

*Use, permitted with special restrictions*, means a use which is permitted in the district under which it is listed in division 7 of this article subject to all of the conditions listed.

*Used or occupied* includes the terms "intended," "designed" or "arranged" to be used or occupied.

*Variance* means the same as that term is defined or described in Minn. Stat. ch. 462.

*Veterinary services* means an establishment providing medical and surgical treatment of household animals including dogs, cats, birds, and similar animals. Large farm animals including cattle, horses, hogs, and similar animals shall not be treated at a small animal veterinary clinic. This term includes grooming and boarding for not more than 30 days and an animal crematorium.

EXHIBIT "A"

*Warehouse, general*, means a use dedicated to the storage of materials, equipment, merchandise or commodities within an enclosed building, as a principal use, including packing and crating.

*Water-oriented accessory structure or facility* means a small, aboveground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.

*Wetland* means a surface water feature classified as a wetland by the Wetland Conservation Act of 1991.

*Wholesale and distribution facility* means establishments or places of business primarily engaged in selling of goods and merchandise to retailers; to industrial, commercial, institutional, and professional business users; or to other wholesalers and related subordinate services.

*Yard or setback* means a required open space on a lot which is unoccupied and unobstructed from the ground upward, except as otherwise provided for in this article. The measurement of a yard shall be construed as the minimum horizontal distance between the lot line and the building line.

*Yard, front*, means a yard existing along the full width of the front lot line between side lot lines and extending from the abutting front street right-of-way line to a depth required in the front yard regulations for the district in which such lot is located. On a corner lot the narrowest street dimension shall be the front yard.

*Yard, interior side*, means a side yard which is not adjacent to a street.

*Yard, rear*, means a yard extending along the full width of the rear lot line between the side lot lines and extending toward the front lot line for a depth as specified in the yard regulations for the district in which such lot is located.

*Yard, side*, means a yard extending along a side lot line between the front and rear yards, having a width as specified in the yard regulations for the district in which such lot is located.

*Yard, street side*, means a side yard which is adjacent to a street.

*Zero lot line housing* means single-family detached dwellings located on individual lots which are designed to have little or no setback from lot lines.

*Zoning administrator* means the person, or designee, charged with the administration and enforcement of this article.

*Zoning district*. See "District."

(Code 1978, § 23.3(A), (D); Ord. No. 06-03-01, 3-13-2006; Ord. No. 06-03-02, 3-27-2006; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007; Ord. No. 10-01-01, 1-25-2010; Ord. No. 12-06-07, Exh. B, 6-11-2012; Ord. No. 12-12-11, Exh. A, 12-17-2012; Ord. No. 15-07-05, Exh. A, 7-27-2015; Ord. No. 16-05-05, Exh. D, 5-23-2016)

EXHIBIT "B"

Sec. 30-512. - Table of uses permitted in zones.

For the purpose of this article, a comprehensive list of uses is presented in Table 1, Uses Permitted in Zones. This table is incorporated into this article generally and into the regulations of each district, as appropriate, the same as if the uses were listed separately and for each district. Table 1 identifies three types of uses: uses permitted by right (permitted uses); uses with restrictions; and conditional uses.

- (1) *Permitted uses.* These are identified as permitted in a particular zone by the placement of a "P" in the column bearing the heading of that zone.
- (2) *Restricted uses.* These uses are permitted in a particular zone subject to certain special restrictions. These uses are identified by the placement of a "R" in the column bearing the heading of that zone. For details on the types of restrictions, please refer to section 30-564.
- (3) *Conditional uses.* Certain uses, because of their unique characteristics, must be considered individually as to their impact upon neighboring land, and the public welfare and their compatibility at the particular location. Conditional uses must go through a special approval process prior to their establishment. These uses are identified by the placement of a "CUP" in the column bearing the heading of that zone. For details on the conditional use process, please refer to section 30-531.

(Code 1978, § 23.5(F); Ord. No. 05-05-08, 5-18-2005; Ord. No. 05-06-12, 6-27-2005; Ord. No. 05-10-15, 10-24-2005; Ord. No. 06-03-01, 3-13-2006; Ord. No. 06-03-01, 3-27-2006; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007; Ord. No. 13-09-10, Exh. A, 9-23-2013)

TABLE 1 - PERMITTED USES

RR	R-1/1a	R-2/2	R-3/3	R-4/4	LB / SL	GB / SG	CB / D	MU / SM	M / SM	RC / SR	BP / SB	I-1/1	I-2/2	CD	PU / SP	AG	AP	LISTING OF USES IN ZONING DISTRICTS
																		RESIDENTIAL
P	P	P	P	P	P											P		single-family detached
		P	P	P	P											P		twin home attached
		P	P	P	P			P										two-family attached

EXHIBIT "B"

																			R	manufactured home < 24' wide	
					P	P	R												P	accessory apartments	
P	P	P																			rooming house 6 or fewer roomers
			P	P	P																rooming house 7 or more roomers
		R	R	R	P	P	P												P		bed and breakfast accommodations
			P	P	P	P	R	P													multifamily
		CU	CU																		manufactured home park
		P			P		P	P	P												congregate housing
	R	R	R	R	R	R	R	R	R										R	R	emergency housing facility
																			SENIOR HOUSING WITH SERVICES		
R	R	R	P	P	P														P	6 or fewer persons	
R	R	R	P	P	P														P	7 to 8 persons	
R	R	R	P	P	P														P	9 to 16 persons	
			P	P	P																17 or more persons

EXHIBIT "B"

																GROUP HOMES, FOSTER HOMES AND RESIDENTIAL TREATMENT CENTERS		
R	R	R	R	R	R										R	6 or fewer persons		
			P	P	P						P				P	7 to 16 persons		
				P	P		P	P	P			P				17 or more persons		
																DAY CARE/NURSERY		
P	P	P	P	P	P	P	P	P	P	R		P	R	R	P	P	P	14 or fewer persons
R	R	R	R	R	P	P	P	P	R		P	R	R		P	P	P	15 or more persons
																MISCELLANEOUS RESIDENTIAL USES		
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	accessory buildings
R	R	R	R	R	R												R	garage/yard sales
R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	essential services
R	R	R	R	R	R	R					R						P	outdoor storage
R	R	R	R	R	R												P	private recreation
R	R	R	R	R													P	woodpiles



EXHIBIT "B"

R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	temporary buildings
R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	P	P	satellite dish/solar collectors
R	R	R	R	R												R	home occupations	
COMMERCIAL																		
																	P	aviation related commercial operation
AGRICULTURAL SALES AND SERVICE																		
																	P	kennels
						P	P											pet shops
						P	R										P	veterinary services
R																	R	farm animals
						P												farm equipment
						P												feed, grain, supplies
AUTOMOTIVE/ RECREATIONAL VEHICLES																		
						P												sales: new or used
						R					R							repair/service



EXHIBIT "B"

					R	R	R	R	R			R	R		R		R	vending machines
HEALTH CARE																		
					P	P	P	P	P		P				R			clinic (outpatient treatment centers)
								P	P									hospitals
CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	CU	interim use
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
					R	P	P				P						P	office - business
					R	P	P	P	P		P						P	professional, scientific, and technical services
					R	P	P	P	P		P							administrative and support services
RECREATION/ ENTERTAINMENT																		
						P	P											indoor
					R	P	P		P						P			health & fitness club
R					R	R	R	R									R	clubs, lodges, membership organizations, etc.
						CU				P			CU	CU	CU			recreation facility, commercial - outdoor
						P							P	P	P			
									R									shooting range





EXHIBIT "B"

R	R	R	R	R						P					R	P	golf and country clubs
												P	P		P		water sewage treatment
										CU		CU	CU			CU	telecommunication towers
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	treatment, power substations, neighborhood parks
CU	CU	CU	CU	CU	R	R	CU	CU	R	R	R	R	R	R	R	R	essential services structure
												CU					jail, detention center, and juvenile detention center
TRANSPORTATION																	
												P	P	P		P	major (terminals, hangers, switching yards, sidings, runways, heliports)
		P	P	P	P	P	P	P	P			P	P	P	P	P	minor (railroad, rights-of-way, streets, transit shelters)
INDUSTRIAL																	
						P							P				monument work/sales
												P			P	P	military post

EXHIBIT "B"

				R	R	R				P	P	P				manufacturing, light
											P	P				manufacturing, heavy
										P	P	P				light industrial activities not listed
											P	P				heavy industrial activities not listed
					R						P					recycling center
					P					P	P					wholesale distribution facility
				R	R	R			R	R	R					outdoor storage (merchandise/material)
CU P									CU P	CU P	CU P		CU P			mining of sand and gravel

TABLE 2-A DISTRICT DEVELOPMENT REGULATIONS - PRINCIPAL STRUCTURES

Zone	MINIMUM LOT SIZE			MINIMUM YARD SETBACKS				MAXIMUM LOT COVERAGES			BUILDING SIZES	
	Gross Area	Area S/F Unit	Width	Front	Interior Side	Street Side	Rear	Building (percentage)	Total Surface (percentage)	GUOS Unit	Maximum Height (feet)	Minimum Dimension (feet) <sup>5</sup>
RR	1.5 acre	1.5 AC	200	30	15	30	30	20	N/A		35	24

Sec. 30-564. - Uses with restrictions.

The following restrictions apply in this article as indicated:

- (1) Accessory apartments (within the CBD zone): Shall be required to have one off-street parking stall per unit.
- (2) Administrative and support services (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
- (3) Automotive/RV repair (within GB, SGB, BP, SBP zone) provided:
  - a. No repair work shall take place outside of the principal structure; and
  - b. Any damaged or disassembled (partially or wholly) vehicle stored overnight shall be kept in an enclosure screening the vehicle and/or other materials from public view in such manner as described in section 30-594(h).
- (4) Bank, savings and loan, or loan agency (within the LB, SLB zone): Maximum size of structure 2,000 square feet GFA.
- (5) Bed and breakfast facilities (within R-2, SR-2 zones) provided:
  - a. One off-street parking space is provided for each guestroom in addition to the minimum number required for residential and any other permitted uses.
  - b. The facility shall be limited to providing service to four persons, excluding children under 12 accompanied by a parent; provided that service to up to ten persons may be allowed in an R-2 zone by conditional use permit.
  - c. The facility shall not have more than two guestrooms; provided that up to five guestrooms may be allowed in an R-2 zone by conditional use permit.
  - d. Signs identifying bed and breakfast facilities shall not exceed three square feet in area. This provision shall take precedence over any less restrictive sign regulations in this article.
- (6) Bed and breakfast facilities (within R-3, SR-3, R-4, SR-4 zone): Same restrictions as the R-2 zone, except that the facility may serve up to ten persons, but shall not have more than five guestrooms.
- ~~(7)~~ Brewery/Distillery/Winery use (within CBD, GB zone): Provided as follows:
  - a. 10,000 sq. ft. or less gross floor area.
  - b. Must be co-located with taproom/tasting room use.
- ~~(8)~~ Brewery/Distillery/Winery use (within BP zone). Provided as follows:
  - a. Greater than 10,000 sq. ft. gross floor area.
- ~~(79)~~ Car, truck and equipment cleaning establishments (within GB, SGB zone): Subject to the special restrictions established for gasoline and fuel sales and service establishments. See subsection (1825). In addition, the vehicle entrance door shall be no more than ten feet high.
- ~~(810)~~ Churches and similar places of worship provided as follows (within RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, GB, SGB, CBD zone):
  - a. No principal building shall be located within 30 feet of any lot line of an abutting lot in an R district;
  - b. The site shall be at least one-acre in size; and
  - c. The use shall be subject to the site development standards defined in division 7, and for bufferyard purposes shall be treated as an R-3 property.
- ~~(911)~~ Clinic (within the PU, SPU zones): Must be accessory to a permitted principal use.



EXHIBIT "C"

- (4012) Clubs, lodges and membership organizations (within RR, LB, GB, SGB, CBD, MU, SMU, and AG zone):
- a. Within GB, SGB, CBD, MU and SMU, may not be located closer than 600 feet to any school.
  - b. Within RR, LB and AG districts, no commercial (retail or service) uses shall be conducted as part of the organization's operations from the site.
- (4413) Contractor's yard, material storage (within the GB, SGB, I-1, SI-1, I-2 and SI-2 zone): All outdoor storage of equipment, except automobiles and trucks up to two-ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).
- (4214) Construction material suppliers (within LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area, and no more than 1,000 square feet GFA of retail sales space.
- (4315) Customary home occupations are subject to all of the following conditions:
- a. Home occupations shall be conducted solely by persons residing in the residence.
  - b. All business activity and storage shall take place within the interior of the residence and shall not take place in an accessory building or buildings.
  - c. There shall be no alteration to the exterior of the residential dwelling, accessory building or yard that in any way alters the residential character of the premises.
  - d. No sign, display, or device identifying the occupation shall be used.
  - e. The occupation shall not be visible or audible from any property line.
  - f. Such occupation shall not involve the retail sale or rental of products on the premises.
  - g. No vehicle used in the conduct of the occupation shall be parked, stored or otherwise present at the premises other than such as is customarily used for domestic or household purposes such as a van or three-quarter-ton truck.
  - h. Only on-site off-street parking facilities normal for a residential use shall be used.
  - i. The use of substances that may be hazardous to the health, safety or welfare of neighbors and neighboring property shall not be used in the conduct of a home occupation.
- (4416) Day care centers (within MU, SMU, M, SM, I-1, SI-1, I-2, SI-2 zone): Must be accessory to a permitted use and available only for employees of that permitted use.
- (4517) Day care centers for 15 or more persons (within the RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4 zone): Licensed by the state within elementary, junior high and senior high schools and religious institutions.
- (4618) Educational services institution (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
- (4719) Emergency housing facility (within R-1, R-2, R-3, SR-3, R-4, SR-4, LB, SLB, GB, PU, SGB, CBD, MU, SMU, AG zone): Provided as follows:
- a. Facility shall provide detailed program information including goals, policies, site plan, building plan, staffing pattern, target capacity, security measures, and emergency management plan.
  - b. The facility shall not be located in a two-family or multifamily dwelling unless it occupies the entire structure.
  - c. The facility shall be limited to no more than 16 residents in residential zoning districts or 32 residents in nonresidential districts without a conditional use permit.

EXHIBIT "C"

- d. Existing residential structures used for an emergency housing facility shall not be externally altered so that the original residential character of the structure is compromised unless approved by the city council.
- e. No on-street parking shall be allowed. Adequate off-street parking shall be required by the city based on the staff and resident needs of the specific facility. Private driveways shall be of adequate width to accommodate effective vehicle circulation. Emergency vehicle access shall be available at all times.
- f. Landscaping and buffering shall be provided consistent with the requirements contained in section 30-594.
- g. Signage of the emergency housing facility shall be limited to the provisions of division 10 based on the zoning district in which it is located.
- h. Emergency housing within the R-1 and R-2 districts shall be as accessory uses to the principle use.

(4820) Equipment and/or tool rental (within the GB, SGB zone): All outdoor storage of equipment, except automobiles and trucks up to two ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).

(4921) Essential services (within all zones): Provided as follows:

- a. Prior to the installation, the owner files with the city engineer/zoning administrator all maps, sketches or diagrams and other pertinent information as deemed necessary by the city engineer/zoning administrator for review of the proposed project.
- b. Radio transmitters and receivers accessory to an essential service may be located on existing utility poles or light standards within the public right-of-way provided the radio transmitters and receivers comply with the following standards:
  - 1. Radio transmitters and receiver devices located on a utility pole/tower or light standard shall be at least 15 feet above grade.
  - 2. Radio transmitters and receiver devices shall not exceed 18 inches in length or width or extend more than 18 inches from the pole.
  - 3. Antennas may not extend more than 24 inches from the equipment.
  - 4. A map shall be submitted showing the location of all proposed radio transmitters and receivers. The map shall be accompanied by a list of all sites referenced by the closest street address or property identification number. The list of sites must also describe the type of pole to be used.
  - 5. The applicant shall notify the city of any changes to the approved list prior to erecting or placing any additional equipment in the right-of-way.
  - 6. The applicant shall notify the city at the time of permit application of any obstruction that would cause traffic to be rerouted or stopped.
  - 7. The applicant shall enter into an encroachment agreement with the city if required.

(2022) Essential service structures (LB/SLB, GB/SGB, M/SM, RC/SRC, BP/SBP, I-1/SI-1, I-2/SI-2, CD, PU/SPU, AG, AP): Provided they shall not be located within 30 feet of any lot line of an abutting residential district.

(2123) Farm animals (within AG, RR, SRR zone) provided:

- a. All farm and permitted non-domestic animals must be so contained to prevent the animals from escaping onto neighboring properties or injuring the public.
- b. Enclosed pens, corrals, feed lots, and structures used to house farm and permitted non-domestic animals shall be setback a minimum of 25 feet from the nearest lot line or the

EXHIBIT "C"

applicable accessory structure setback, whichever is greater (said setback shall not apply to open grazing or pasture areas).

(~~2224~~) Garage/yard sales (within RR, SRR, R-1, SR-1, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, AG)—Temporary: Provided as follows:

- a. The sale is not more than four successive days in duration.
- b. Not more than three such sales are conducted on the premises in a calendar year.
- c. There shall be at least one-month between sales on the same premises.

(~~2325~~) Gasoline and fuel sales and service establishments including accessory car washes (within GB, SGB zone): Subject to all of the following:

- a. Minimum front yard of 30 feet.
- b. All operations shall be conducted within the principal building except for vacuuming and gas pumps.
- c. A curb six inches above grade shall be provided at any edge of a parking lot abutting a property line which adjoins a public street.
- d. The site shall be planned so as not to permit water from a car wash to run into a public street or accesses thereto. A drainage system shall be installed subject to the approval of the city engineer.
- e. Pump islands, canopies, and tank vents shall conform to yard requirements or a minimum of 20 feet from a street right-of-way whichever is greater.

(~~2426~~) Gasoline station (within CBD zone): No more than one carwash bay and/or two service bays shall be permitted as accessory uses.

(~~2527~~) Golf and country clubs (within residential zones and PU, SPU zone): Other than golf driving ranges and miniature golf courses but including clubhouses provided the site shall be 40 or more acres in size and shall have a direct access to a major street as defined by the city comprehensive plan. Swimming pools, tennis courts, structures and parking shall be located a minimum of 50 feet from all residential property lines.

(~~2628~~) Group homes, foster homes or licensed residential facilities for six or fewer persons (within residential zones, LB, SLB and AG zone): Must be licensed by the state for six or fewer persons.

(~~2729~~) Health and fitness club (within LB, SLB zone): Maximum size of structure 3,000 square feet GFA.

(~~2830~~) Individual manufactured homes with a minimum dimension of less than 24 feet (within AG zone): Provided:

- a. They are occupied by members of the family or an employee.
- b. Not more than two such units are permitted on each farm.

(~~2931~~) Manufactured housing as defined by Minn. Stat. § 327.31 and further subject to the following:

- a. Manufactured homes will conform to Minn. Stat. §§ 327.31—327.35 (the Manufactured Home Building Code, July 1972 to present) and shall bear the state inspectors seal.
- b. Manufactured home foundation installations shall comply with the state building codes.

(~~3032~~) Manufacturing, custom-light (within LB, SLB zone): Subject to the following:

- a. Not to exceed a gross floor area of 1,000 square feet with at least one-third of such space to be used for retail sales and display purposes.
- b. No outdoor storage permitted.

EXHIBIT "C"

- c. No hazardous materials used in the fabrication of materials.
- (3433) Manufacturing, custom-light (within GB, SGB, CBD zone): Subject to the following:
  - a. Not to exceed a gross floor area of 6,000 square feet with at least one-third of such space to be used for retail sales and display purposes.
  - b. No hazardous materials used in the fabrication of materials.
- (3234) Multifamily residential (within CBD zone): Shall provide one off-street parking space per unit.
- (3335) Office—Business (within LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
- (3436) Outdoor storage (within RR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2 zone): Is accessory to the existing principal use of the property.
- (3537) Outdoor storage (within R-3 SR-3, R-4, SR-4, LB, SLB zone): Subject to the following:
  - a. All outdoor storage is accessory to the existing principal use of the property, and shall be accommodated within a central storage area.
  - b. Such outdoor storage area shall not be within a required yard.
  - c. The storage area shall be screened from view from all public streets and R districts by a wall, fence and/or plant materials providing 90 percent capacity during all seasons of the year to a height above the ground of six feet, in such a manner as described in section 30-594(h).
- (3638) Outdoor storage—Merchandise/material (within GB, SGB, CBD, BP, SBP, I-1, SI-1, I-2, SI-2 zone) is accessory to the existing principal use of the property: Of those items not normally considered to be retail display items, shall be subject to the requirements of section 30-594(h). Such items may include, but shall not be limited to, construction materials, tires, packaged inventory, salvaged/discarded materials, damaged or disassembled vehicles. This would not include such items as cars, trucks, recreational vehicles, lawn equipment, ornaments, etc., to the extent that the display items conform to the setback requirements for parking lots in the district.
- (3739) Outdoor storage of land/sea containers (within all nonresidential zones, including MU and SMU): Shall be allowed on a temporary basis as an accessory use subject to the following:
  - a. A permit shall be obtained prior to the arrival and placement of one or more containers on the site. The permit shall be issued for a maximum of 24 consecutive months in industrial zones and 12 consecutive months in all other nonresidential zones. In unique situations when the lapse of permit and abrupt discontinuance of the land/sea container use will not have a harmful effect upon the principal use of the property, the planning commission may consider approval of a one-time permit term extension, the length of which will be determined by the planning commission, with a maximum extension of no greater than one-year in non-industrial permitted areas. The permit shall identify the number of containers to be placed on the site within the set time period. No permit shall be reissued until at least 18 months has elapsed in industrial zones and six months has elapsed in other nonresidential zones since the expiration of the previous container permit.
  - b. Containers shall not be stacked and shall be placed on a level, stable surface allowing for adequate drainage at all times.
  - c. Containers shall not be stored in the front yard of the property or in the required side or rear yard setback areas.
  - d. All non-industrial properties obtaining more than two permits in three years shall screen any containers from the motoring public or residential neighborhoods immediately adjacent to the property where it is located through fencing, walls or landscaping.

EXHIBIT "C"

- e. Containers shall not be placed on parking spaces required to meet the site's parking demand.
- f. Containers shall be placed to provide sufficient access to the container and any buildings on the site for fire fighting purposes.
- g. The recipient of the permit shall be the only party allowed to use the container.
- h. The containers shall be limited to a maximum square footage of container storage area not to exceed two percent of the gross area of the site on which the container is located. In no cases shall the footprint of all of the containers on a site exceed 3,200 square feet.

~~(3840)~~ Pharmacy (within the LB, SLB, MU, SMU zone): Must be accessory to a permitted principal use.

~~(3941)~~ Pharmacy (within the M and SM zones): May be accessory to a permitted principal use, or as a stand alone principal use, provided the following:

- a. The lot, upon which a pharmacy, as a principal use, is to be located, shall not be adjacent to residentially zoned property.
- b. Type "C" bufferyard requirements shall be adhered to.
- c. No greater than five percent of the gross floor area of the structure shall be utilized for the display and sale of merchandise which is not either medication or medical/health care supplies.

~~(4042)~~ Private noncommercial recreation (within residential zones and LB, SLB zone): Including tennis courts, hot tubs and swimming pools provided they are located no nearer the front lot line than the principal structure and are not less than ten feet from a property line. Swimming pools shall be completely enclosed with a six-foot high protective fence and a latching gate.

~~(4143)~~ Professional, scientific, and technical services (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.

~~(4244)~~ Recycling center (within GB, SGB zone): All outdoor storage of equipment, except automobiles and trucks up to two-ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).

~~(4345)~~ Restaurant (within the M, SM zone): Must be accessory to a permitted principal use; no sale of alcoholic beverages.

~~(4446)~~ Restaurant (within the RC, SRC zone): Must be accessory to a permitted principal use.

~~(4547)~~ Retail—General sales and service (within the LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area, and no more than 1,000 square feet GFA of retail sales space.

~~(4648)~~ Retail—General sales and service (within the AP zone): Shall be permitted to occupy up to 25 percent of the gross floor area in the main terminal building, and shall not have signs visible from the public street right-of-way.

~~(4749)~~ Satellite dishes and solar energy systems/collectors (within all zones): Provided they comply with the yard and height requirements for principal buildings. Where a rear yard abuts a lake or stream, satellite dishes and solar collectors shall not be permitted between the water body and the principal building.

~~(4850)~~ Schools—Elementary through secondary (within RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4 zone): Subject to the following:

- a. Small schools within existing buildings: Schools for 25 or fewer students shall be permitted within the existing principal church or religious building provided that:
  - 1. Alterations: There shall be no external alteration of the building(s) or grounds to reflect school usage.

2. Parking: There shall be sufficient parking within the existing parking lot to accommodate off-street parking as required by section 30-628.

b. Primary, middle or secondary schools:

1. Minimum site area: One-acre.
2. Minimum yards: 30 feet from all R district lot lines or the minimum for the district, whichever is greater.
3. All other requirements of the zoning district are met.
4. The use shall be subject to the site development standards in division 7, and for bufferyard purposes shall be treated as an R-3 property.

(4951) Shooting ranges (within RC zone): Subject to the following:

- a. All shooting ranges shall be subject to the standards set forth in Minn. Stat. ch. 87A, as may be amended.
- b. Shooting activities and discharge of firearms shall be limited to 7:00 a.m. to 10:00 p.m. daily.
- c. All shooting ranges shall comply with the minimum standards for range design, location, management, operation, noise abatement and safety listed in the National Rifle Association's Range Sourcebook, 1999; or successor sourcebook.
- d. No part of any shooting range may be located within 500 feet of any residential dwelling, commercial or industrial building or other structure used for human occupancy.
- e. There shall be no discharge of lead shot into any wetland.

(5052) Senior housing with services (within RR, R-1 and R-2 [zone]): Subject to the following:

- a. For six or fewer persons, said use shall be licensed by the State of Minnesota for six or fewer persons.
- b. For seven to eight persons, in situations when the area of the lot upon which the proposed use is to be located is equal to or less than two acres, the use will be considered as a conditional use, and, as such will require the issuance of a conditional use permit by the city.
- c. For nine to 16 persons, the maximum density of the proposed use shall not exceed four persons per acre.

(5153) Temporary buildings (within all zones): Incidental to construction work on the premises. Such buildings shall be removed upon completion or abandonment of such work or within the period of one-year from the establishment of the building whichever is the lesser.

(5254) Temporary outdoor sales (within GB, SGB, CBD, MU, SMU, PU, SPU zone): Subject to all of the following:

- a. The sale is conducted by the owner or lessee of the premises, or with his written permission.
- b. The sale is no longer than four months in duration.
- c. The setbacks for a parking lot in that district shall be met for the storage and display of all merchandise and equipment used for the sale.
- d. One sign shall be permitted per vendor, with a maximum size of 16 square feet (four feet by four feet). Such sign may contain up to two sides. Off-premises signs shall not be permitted.

EXHIBIT "C"

- e. Parking demand shall be sufficiently met. If the use of parking spaces by the temporary outdoor sales results in insufficient parking for the area, the temporary outdoor sales area must be reduced to ensure sufficient parking supply.

(5355) Vending machines (within LB, SLB, GB, SGB, CBD, MU, SMU, M, SM, SRC, I-1, SI-1, I-2, SI-2, PU, SPU, AP zone): Subject to the following:

- a. Must be accessory to a permitted principal use.
- b. Must conform to setback requirements of principal structure.
- c. Must be located adjacent to principal structure.

(5456) Veterinary services (within CBD zone): Limited to domestic animals only.

(5557) Veterinary services (within BP, SBP zone): All animals shall be housed indoors.

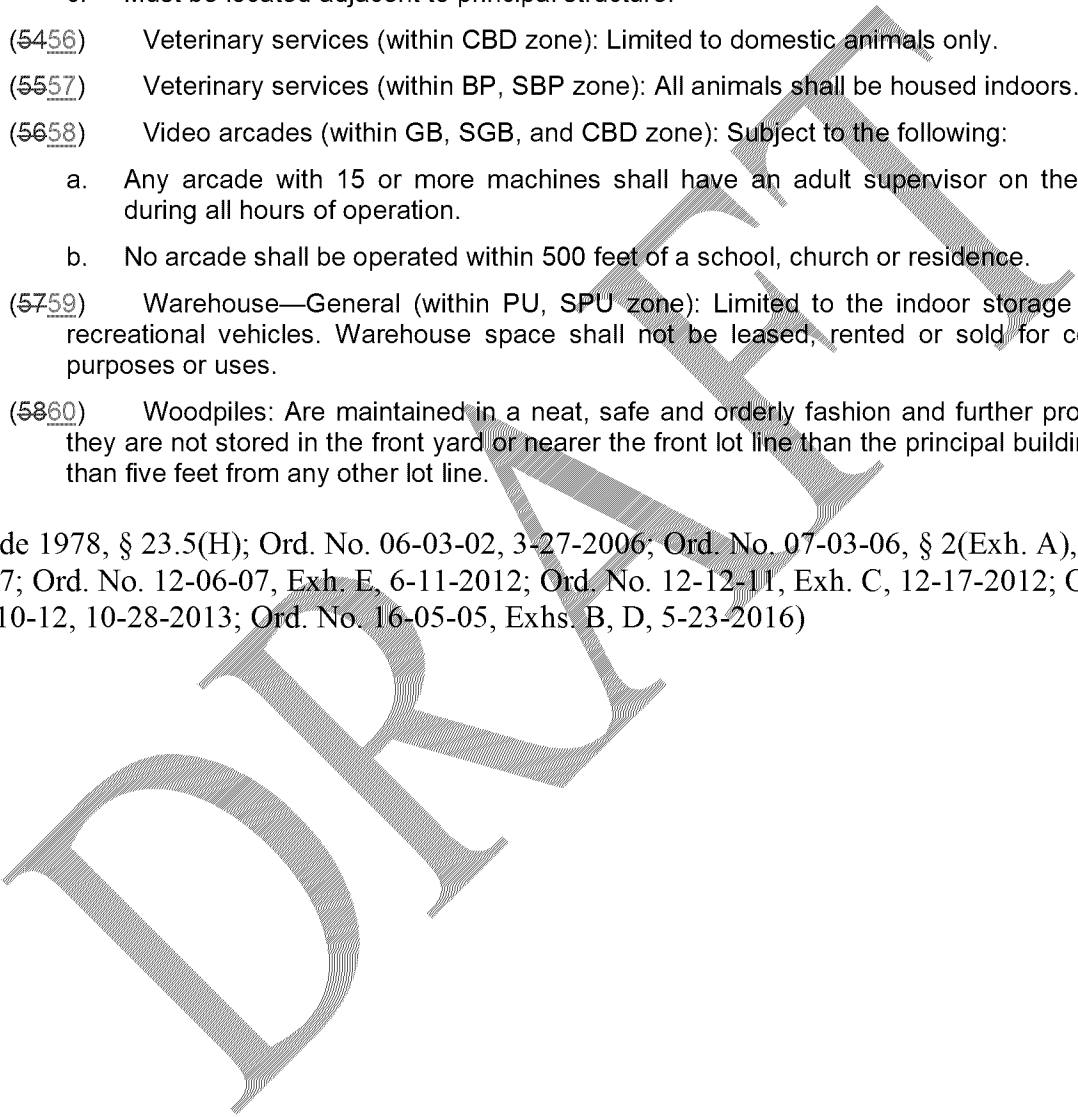
(5658) Video arcades (within GB, SGB, and CBD zone): Subject to the following:

- a. Any arcade with 15 or more machines shall have an adult supervisor on the premises during all hours of operation.
- b. No arcade shall be operated within 500 feet of a school, church or residence.

(5759) Warehouse—General (within PU, SPU zone): Limited to the indoor storage of private recreational vehicles. Warehouse space shall not be leased, rented or sold for commercial purposes or uses.

(5860) Woodpiles: Are maintained in a neat, safe and orderly fashion and further provided that they are not stored in the front yard or nearer the front lot line than the principal building, or less than five feet from any other lot line.

(Code 1978, § 23.5(H); Ord. No. 06-03-02, 3-27-2006; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007; Ord. No. 12-06-07, Exh. E, 6-11-2012; Ord. No. 12-12-11, Exh. C, 12-17-2012; Ord. No. 13-10-12, 10-28-2013; Ord. No. 16-05-05, Exhs. B, D, 5-23-2016)





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0259      **Version:** 1      **Name:** GPZ Second Addendum to JPA  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 4/14/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider approving a Second Addendum to the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Airport Addendum \(MOU\) Final 041117](#)

Date	Ver.	Action By	Action	Result
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Consider approving a Second Addendum to the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement

**Background Information:**

The City and County have been working on an agreement to allow the Emergency Operations Center (EOC) to be located in the Terminal Building at the Grand Rapids/Itasca County Airport. The main purpose of this agreement is to identify the roles and responsibilities of each party and to ensure that all uses of the building meet FAA regulations. This addendum has been reviewed and approved by the FAA.

**Staff Recommendation:**

City staff is recommending approval of the Second Addendum to the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement

**Requested City Council Action**

A motion to approve the Second Addendum to the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement



**SECOND ADDENDUM TO GRAND RAPIDS/ITASCA COUNTY  
AIRPORT JOINT POWERS COOPERATIVE AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between Itasca County (hereinafter “County”) and the City of Grand Rapids (hereinafter “City”).

WHEREAS, the City and County previously entered into a Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement relating to joint ownership, operation and maintenance of the Grand Rapids-Itasca County Airport dated November 1, 2011; and

WHEREAS, the purpose of this Addendum is to further identify the roles and responsibilities of each party as they relate to the use of the Terminal Building in the Grand Rapids-Itasca County Airport. In particular, this Addendum is intended to:

- Identify space within the airport terminal intended for use by County for an emergency operations and a dispatch/911 center hereinafter “EOC”.
- Establish protocols for modifying the space as identified in this Agreement.

NOW THEREFORE, in consideration of the joint and mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto state and agree as follows:

1. The County is granted the exclusive use of the space delineated as Area “A” on the attached Terminal Building drawing for the purpose of constructing, maintaining and operating an EOC. The county may make such alterations and improvements to the interior of the terminal building as are necessary for such purposes at the County’s expense. If exterior alterations and improvements are necessary, County shall obtain written approval from the City prior to modifications and shall comply with FAA regulations.
2. If an aviation use develops and requires any space of Area “A”, the City and County shall equally cost participate in constructing an addition to the terminal that will accommodate said aviation use. If dedicated airport funds are to be used for this expansion, these funds must be used in accordance with the FAA’s “Policy and Procedures Concerning the Use of Airport Revenue” and any related statute. If County is required to relocate the EOC off of the airport property as a result of this agreement or any other optional move, expenses to relocate shall be borne solely by County.
3. County has the option of utilizing area “B” on the attached drawing. Written request shall be made to the City describing proposed use and if the use requires physical modifications. City shall review request to determine the potential impact to any possible future aviation need and reserves the right to deny use. Any proposed use or modifications must comply with FAA regulations.
4. All day to day expenses, operational expenses for maintenance, upkeep, repairs, electrical, heating, and cooling, and any other day to day utility expenses associated with the Terminal

Building will be the sole responsibility of the County. All future capital expenses, including but not limited to windows, roofing, structural, heating, cooling and plumbing excepting expenses related to the current construction of the EOC shall be paid pursuant to the provisions of the Joint Powers Cooperative Agreement.

5. If a situation arises in which an Aviation need user requires the use of Area "B," County agrees to vacate Area "B" within three (3) months of written notification from City and County shall return the area to the condition it was received as deemed appropriate by City at the County's expense.
6. In the event Area "B" is occupied by an Aviation need user, the day to day operational utility and maintenance expenses will be prorated on a square-foot basis between County and the Aviation need user or at the option of the County, where feasible, on the basis of actual use.
7. Both Area "A" and Area "B" will have access to the public restrooms as shown on attached drawing as Area "C".
8. County will pay for any property or personal property taxes on Terminal Building.
9. City will continue to plow the access road and parking lot at the Terminal Building with funding from the Airport enterprise fund.
10. This Addendum shall be in full force and effect for five (5) years from the date of the last signatory to this Addendum, unless otherwise modified or terminated by written notice from either party to the other party at least three (3) years in advance of such termination. If the written notice of termination falls within the last 3 years of the agreement terms, said agreement shall be automatically extended the time frame necessary to include the 3 year relocation period. Prior to the effective date of this Addendum the County retains the ability to remodel and modify Area "A" in the Terminal Building.
11. The provisions of **Section 11. Insurance Indemnification and Hold Harmless** as set forth in the Joint Powers Cooperative Agreement shall for the purposes of this Addendum be amended to add to the Section 11 after its last paragraph the additional paragraphs as follows:

The County shall with respect to any use of the terminal building keep in full force and effect Commercial General Liability, Automobile, and Workers compensation insurance in the amount at least equal to the maximum liability of governmental units under Minnesota Statutes 466.04 or such insurance as otherwise required by law to protect that Parties. The City shall be named as an additional insured and shall be provided with such a copy of a certificate of insurance or proof acceptable to the City of such coverage.

The County shall schedule and insure at its personal property, structures and improvements upon the premises County's policy of insurance through Minnesota Intergovernmental

Trust or insurance through a carrier of comparable quality or otherwise be responsible for any losses to its solely owned property.

The County shall require that any sublease, contract or subcontract contain a provision that the contracting party comply with this section and the general terms of this agreement and that the contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. If County chooses to sublease any portion of Area "A" or "B", County shall obtain written approval from City prior to any assignment, transfer, subletting or sale of said lease.

12. This addendum shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
13. The airport maintains a right of flight over the property and is not releasing any such right upon executing this addendum.
14. County shall be restricted to construct or alter the exterior of the structure if it conflicts with part 77 and shall be required to file notice under part 77 (7460).
15. County shall not create electrical interference with aircraft radio systems or NAVAIDS
16. County shall not discriminate on the grounds of race, color, or national origin in the selection and retention of employees, contractors or subcontractors.
17. County shall not permit exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.
18. The airport shall be allowed to develop the facility and airport property, excluding Area "A", as it sees fit.
19. Except as modified here the terms and conditions of the Grand Rapids/Itasca County Joint Powers Cooperative Agreement shall remain in full force and effect. In the event of conflict between the Joint Powers Cooperative Agreement and this Addendum provisions of the Addendum shall prevail.

**AGREED AND ACCEPTED:**

CITY OF GRAND RAPIDS

ITASCA COUNTY

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

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

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

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

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

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

Attachment A





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0264      **Version:** 1      **Name:** MSA revocation and designation  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 4/17/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider adopting a resolution requesting the revocation of a portion of MSA Street System and the designation of new MSAS routes.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [4-17-17 Res revoking and redesignating](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution requesting the revocation of a portion of MSA Street System and the designation of new MSAS routes.

**Background Information:**

Municipal State Aid Street designations are the way the City receives funds from the State of Minnesota for construction and maintenance of streets. The proposed adjustments to our MSAS system will ensure the City receives the maximum funding possible.

**Staff Recommendation:**

City staff recommends adopting a resolution requesting the revocation of a portion of MSA Street System and the designation of new MSAS routes.

**Requested City Council Action**

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

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

RESOLUTION NO. 17-

A RESOLUTION REQUESTING THE REVOCATION OF A PORTION OF MSA STREET SYSTEM AND THE DESIGNATION OF NEW MSAS ROUTES

WHEREAS, the City of Grand Rapids is recommending to the Commissioner of Transportation that a portion of MSAS route 108 be revoked as indicated on the attached drawing and described as follows, to-wit:

MSAS 108: 2<sup>nd</sup> Avenue E/NE – 0.05 miles south of 4<sup>th</sup> Street NE to 5<sup>th</sup> Street NE

WHEREAS, the City of Grand Rapids has determined that the current non-existent MSAS is more efficiently utilized in the proposed locations as shown on the attached drawing and described as follows, to-wit:

Extension of MSAS 150: 11<sup>th</sup> Street SE – 2<sup>nd</sup> Avenue SE to 7<sup>th</sup> Avenue SE  
MSAS 158: Crystal Lake Boulevard – Pokegama Avenue to Fairgrounds Road  
MSAS 159: 3<sup>rd</sup> Street NW – 1<sup>st</sup> Avenue NW to Pokegama Avenue  
MSAS 160: 1<sup>st</sup> Avenue NW – 3<sup>rd</sup> Street NW to 5<sup>th</sup> Street NW

be, and hereby are established, located and designated as Municipal State Aid Streets of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota.

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

The City of Grand Rapids confirms its desire to revoke a portion of MSAS route 108 and designate four routes as Municipal State Aid Streets of the City of Grand Rapids, County of Itasca;

BE IT FURTHER RESOLVED, that the City Engineer is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and that upon his/her approval of the designation of said road(s) or portion thereof, that same be constructed, improved and maintained as a Municipal State Aid Street of the City of Grand Rapids, to be numbered and known as a Municipal State Aid Street.

Adopted by the Council this 24<sup>th</sup> day of April, 2017.

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

Attest:

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

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



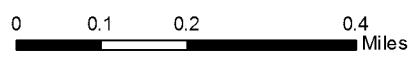
**MSAS**

**Streets**

————— Dedicated

Proposed Dedication  Revoked

Proposed Revocation 





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0273      **Version:** 1      **Name:** GPZ Design proposal - GA Apron Recon  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 4/19/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider approving professional services agreement with SEH for design services related to the General Aviation Apron Reconstruction project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Apr 2017 Contract Proposal - GA Apron Design Only](#)

Date	Ver.	Action By	Action	Result
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Consider approving professional services agreement with SEH for design services related to the General Aviation Apron Reconstruction project.

**Background Information:**

The General Aviation (GA) Apron Reconstruction project is listed on the airports 5-year CIP plan for construction in 2018. 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 \$73,000. Of this amount, the FAA covers 90 %, the State of MN covers 5%, and the Local share is 5%. Of the Local 5%, 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 \$1,825.00

**Staff Recommendation:**

City staff is recommending approval of the professional services agreement with SEH for design services related to the General Aviation Apron Reconstruction project

**Requested City Council Action**

A motion approving the professional services agreement with SEH for design services related to the General Aviation Apron Reconstruction 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 General Aviation (GA) Apron Reconstruction,

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 GENERAL AVIATION (GA) APRON RECONSTRUCTION FINAL DESIGN, PLANS AND SPECIFICATIONS, AND BIDDING SERVICES

##### PROJECT SCOPE:

This project consists of reconstruction the general aviation (GA) apron at the Grand Rapids – Itasca County Airport. In addition to reconstruction of the pavement, additional elements of the project include improved surface and subsurface drainage, aircraft tie-downs, pavement marking, and other related and miscellaneous work items. The reconstruction of the pavement will improve safety and reduce maintenance expenses at the Airport.

Design services will include reconfiguring the general aviation apron to meet new FAA design standards based on the alternatives evaluated in the Master Plan and Airport Layout Plan (ALP) Update (AIP 19-15). Pavement areas to be reconstructed include APA-02A and APA-002B as noted in the MnDOT Pavement Evaluation Report, dated 2013.

##### SCOPE OF SERVICES:

Services to be provided include project formulation, program coordination, final design, and preparation of bidding documents, FAA closeout completion, 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 revised apron layout. 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 apron pavement design for new bituminous pavement, apron geometric coordination, utility design and 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
  - Construction Phasing Plan
  - Statement of Estimated Quantities
  - Typical Sections
  - Removal Plan
  - Stormwater and Utility Plans
  - 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. FAA Project Closeout Report: The Consultant will prepare a “Project Closeout Report” as required by the FAA and using “Sponsors Guide to Quality Project Closeout Report Requirements” (FAA Publication).
  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:

August 31, 2017	Submission of Engineer’s Design Report
December 31, 2017	90% FAA Plans and Specifications Review
February 1, 2018	Submission of Construction Safety and Phasing Plan
April 12, 2018	Advertisement for Bids
May 10, 2018	Bid Opening
May 16, 2018	Contract Award Recommendation
June 1, 2018	Grant Request Submittal

**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT "B"**  
**GENERAL AVIATION (GA) APRON RECONSTRUCTION**  
**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	8	8					
2.	Project Formulation	12	20	12			8	2
3.	Topographic Survey		2		10	10	4	
4.	Construction Safety Plan/Airspace Analysis	2	8				8	
5.	Detailed Design	16	80				24	
6.	Final Construction Plans	4	24				80	
7.	Quantity Calculations and Cost Estimates	4	8				8	
8.	Construction Bidding Documents	4	40					8
9.	Quality Control Reviews	8						
10.	Subcontractor Coordination		16					2
11.	FAA Project Close-out Report	4						8
12.	Project Management	16	8					
	<b>Total hours per labor category</b>	<b>78</b>	<b>214</b>	<b>12</b>	<b>10</b>	<b>10</b>	<b>132</b>	<b>20</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	78	\$64.48	\$5,029.44
Project Engineer	214	\$43.15	\$9,234.10
Planner	12	\$51.44	\$617.28
Survey Crew Chief	10	\$34.00	\$340.00
Instrument Operator	10	\$27.00	\$270.00
Senior Technician	132	\$33.41	\$4,410.12
Admin Technician	20	\$24.51	\$490.20

Total Direct Labor Costs:	476	\$20,391.14
Salary Overhead (34%)		\$6,932.99
General and Administrative Overhead (138%)		\$28,139.77
<b>Total Labor Costs</b>		<b>\$55,463.90</b>
<b>Fee (15%)</b>		<b>\$8,319.59</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
Equipment Usage	476	\$3.00	\$1,428.00
Travel - Mileage	920	\$0.53	\$487.60
Survey Equipment (Total Station)	10	\$30.00	\$300.00
Survey Equipment (GPS)	10	\$30.00	\$300.00
Survey Van	10	\$4.50	\$45.00
Geotechnical Investigation (Braun Intertec)	1	\$6,155.00	\$6,155.00
Reproductions / Miscellaneous	1	\$500.00	\$500.00
<b>Total Expenses</b>			<b>\$9,215.60</b>

Total (Labor Costs + Fee + Expenses) \$72,999.09

**SUMMARY:**

Estimated Total **\$73,000.00**

## 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)

**File #:** 17-0274      **Version:** 1      **Name:** GPZ Design Proposal - Taxilane  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 4/20/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**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
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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)

**File #:** 17-0257      **Version:** 1      **Name:** Decertify TIF 1-5 Black Bear Homes  
**Type:** Agenda Item      **Status:** Finance  
**File created:** 4/13/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Decertify Tax Increment Financing District 1-5 Black Bear Homes.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids reso decertifying TIF 1-5.pdf](#)

Date	Ver.	Action By	Action	Result
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Decertify Tax Increment Financing District 1-5 Black Bear Homes.

**Background Information:**

In 2005 the City Council established the Tax Increment Financing (TIF) District 1-5 Black Bear Homes for the purpose of fostering the development of owner-occupied housing for low and moderate income persons, as a complement to the City's other economic development objectives for the Project. In order to make the development of the Minimum Improvements economically feasible, the City reimbursed the Developer of the Site Improvement Costs in an amount of \$189,000. In December of 2015, all obligations were met.

Under Minnesota Statutes Section 469.177 Subd. 12, the Itasca County auditor shall decertify a TIF District upon receipt of a written request for decertification from the authority that requested certification of the original net tax capacity of the district. A resolution requesting decertification is attached.

Under decertification of the TIF District, the City returns any remaining funds to the County Auditor, and those funds then are allocated to the City, the County and the School District based on tax rate. The balance remaining as of December 31, 2016 is approximately \$66,805.

**Staff Recommendation:**

Staff recommends adopting a resolution to decertify the Black Bear Homes TIF District 1-5 and approve payment to Itasca County in the amount of \$66,805.

**Requested City Council Action**

Make a motion to adopt a resolution to decertify the Black Bear Homes TIF District 1-5 and approve payment to Itasca County in the amount of \$66,805.

CITY OF GRAND RAPIDS

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECERTIFYING  
TAX INCREMENT FINANCING DISTRICT NO. 1-5

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

Section 1. Recitals.

1.01. The City previously established its Development District No. 1 (the "Project") pursuant to Minnesota Statutes, Sections 469.024 to 469.034.

1.02. Within the Project, the City established Tax Increment Financing District No. 1-5 (the "TIF District") and created a Tax Increment Financing Plan (the "TIF Plan") therefor, which was approved on May 23, 2005, all pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "TIF Act").

1.03. Pursuant to the TIF Plan for the TIF District, the TIF District is required to be decertified upon payment of all outstanding obligations secured by tax increment revenues.

1.04. All outstanding obligations secured by tax increment revenues have been fully paid and defeased, and the City has determined that is in the best interest of the City to decertify the TIF District pursuant to the TIF Plan and the TIF Act.

Section 2. TIF District Decertified; Filing.

2.01. The TIF District is hereby deemed decertified as of December 31, 2015.

2.02. The City is authorized and directed to return to the Itasca County Auditor the balance of tax increment revenues from the TIF District received after December 31, 2015, that remain in the account for this TIF District after payment in full of all obligations secured by such revenues, for distribution to the various taxing jurisdictions.

2.03. Staff is authorized and directed to transmit a copy of this resolution to Itasca County with instructions to de-certify the TIF District, it being the intent of the City that no collection of tax increment from the TIF District will be distributed to the City after the date hereof, and no tax increment received by the City after December 31, 2015 shall be retained by the City.

Approved by the City Council of the City of Grand Rapids this 24th day of April, 2017.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0260      **Version:** 1      **Name:** Sports Complex Concession Stand Reroof  
**Type:** Agenda Item      **Status:** Public Works  
**File created:** 4/14/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Consider authorizing Public Works Department to accept low quote from AJ Smith Custom Carpentry for \$6300 to replace Sports Complex Concession Stand asphalt shingles

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [AJ SMITH 2017 CONCESSION STAND REROOF](#)  
[CN Construction Concession Stand Roof](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing Public Works Department to accept low quote from AJ Smith Custom Carpentry for \$6300 to replace Sports Complex Concession Stand asphalt shingles

**Background Information:**

The Sports Complex Concession Stand asphalt shingles are in need of replacement. The asphalt shingles are original to the building which is about 20 years old and have deteriorated on the south and west sides. Seven thousand dollars was budgeted for this project to be completed in 2017 out of the Capital Equipment Replacement Fund. Facilities Maintenance Manager Nathan Morlan received two quotes for the reroof as follows, AJ Smith Custom Carpentry \$6300 and CN Construction Inc. \$6753.

**Staff Recommendation:**

Staff recommends council authorize Public Works Department to accept low quote from AJ Smith Custom Carpentry for \$6300 to replace Sports Complex Concession Stand asphalt shingles.

**Requested City Council Action**

Make a motion to authorize Public Works Department to accept low quote from AJ Smith Custom Carpentry for \$6300 to replace Sports Complex Concession Stand asphalt shingles.

**AJ Smith Custom Carpentry, LLC**

35285 Scenic Hwy

Bovey, MN 55709

218-244-8842

Lic.BC647940

APR - 5 2017



City of Grand Rapids

Concessions building at the sports complex

April 4, 2017

ESTIMATE

Tear off

Clean up and disposal

Install four rows of ice and water and cover the rest with felt

Install four whirly birds (1 per side)

\*one of which we will cut down the current kitchen vent and put a new whirly bird over it.

New roof edge

Cap and shingle (18 sq of laminate shingles)

Labor and materials

\$6,300



CN Construction Inc.  
Marty Niewind  
29467 Robinson Road  
Grand Rapids, MN 55744  
Lic # BC638713

Phone: (218) 326-4451  
Cell: (218) 244-1343  
Fax: (218) 326-4451

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ESTIMATE

4-8-2017

Re-roof

City of Grand Rapids @ Sports Complex

CN Construction Inc. will provide and install the following unless otherwise noted:

1. Roofing permit
2. Remove existing shingles
3. Remove underlayments
4. Remove existing flashings
5. New Ice and water protection recommended, 3 rows
6. UDL 30 Titanium underlayment remainder
7. New Malarkey limited lifetime warranty ( color choice by others)
8. 2 new exhaust fan vent flashing
9. 1- 4" vent flashing
10. 3- new whirley birds
11. New hip and ridge shingles
12. CN Construction Inc. will remove all construction related demo
13. Landfill fees included

Total for the above specifications \$ 6,753.00

Any unknowns (such as decay) will be repaired on a materials and labor basis and added to the above total





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0277      **Version:** 1      **Name:** PW Purchase of a 2012 Dodge Ram Bucket Truck  
**Type:** Agenda Item      **Status:** Public Works  
**File created:** 4/20/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** 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.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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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.

### **Background Information:**

Approved in the 2017 Capital Improvement Plan Budget is \$130,000.00 for the purchase of a new bucket truck. This truck is used for tree removal and trimming, banner installations, building maintenance and sign maintenance. Our existing truck is a 1999, equipped with a 1980 bucket and has a 32 foot working reach where the new truck will be a 42 foot reach, which will be a benefit in the higher reaching work zones. During the budget discussions with City Administrator Tom Pagel it was brought up that we would look for a used truck if it met our specifications. We have been online and talking with bucket truck vendors for a used bucket truck for the last couple months. This proposed purchase was inspected by our Mechanic Charles Bruemmer and Operator Kelly Morris. They both support that it will provide the service we need and is in good shape. The truck is a 2012 Dodge Ram, 4WD 6.7L Bucket Truck. The purchase price is \$64,098.36.

### **Staff Recommendation:**

Public Works Director, Jeff Davies recommends purchasing the 2012 Dodge Ram Bucket Truck from Kingston Auto, Inc., and sell our existing bucket truck to Cohasset for \$14,000.00.

### **Requested City Council Action**

Approve 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.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0256      **Version:** 1      **Name:** Appointment of Tracy Kampa to the Children's Librarian position.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 4/13/2017      **In control:** City Council  
**On agenda:** 4/24/2017      **Final action:**  
**Title:** Appointment of Tracy Kampa to the Children's Librarian position.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Appointment of Tracy Kampa to the Children's Librarian position.

**Background Information:**

At the March 13, 2017 City Council meeting, the Council accepted the notice of retirement from Darla Kirwin, Children's Librarian and authorized City staff to post the position internally.

Tracy Kampa submitted a letter of interest and was interviewed for the position. Library Director Marcia Anderson recommended to the Library Board that Tracy be appointed to the vacant position, which they approved at their April 12, 2017 board meeting.

Tracy was hired on June 12, 2008 as a part-time Library Clerk II in the Children's Department. On February 1, 2015 Tracy's position was reclassified to Library Public Services Clerk and her status was changed from part-time to full-time; this is the position Tracy is currently in.

**Staff Recommendation:**

Library Director Marcia Anderson, Assistant Library Director Amy Dettmer, and Human Resources Director Lynn DeGrio are recommending the hiring of Tracy Kampa to the position of Children's Librarian effective June 10, 2017 at a rate of \$22.6031 per hour per the Library Union Bargaining Agreement to concur with the Library Board recommendation.

**Requested City Council Action**

Make a motion to appoint Tracy Kampa to the Children's Librarian position at a rate of \$22.6031 per hour effective June 10, 2017.