



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail

City Council

Monday, March 24, 2014

5:00 PM

City Hall Council Chambers

Amended 3/21/2014

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, March 24, 2014 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

5:01 PM PUBLIC FORUM

5:06 PM COUNCIL REPORTS

5:10 PM APPROVAL OF MINUTES

14-0359

Approve Council minutes for Monday, March 10, 2014 Worksession and Regular meetings.

Attachments: [March 10, 2014 Worksession](#)
[March 10, 2014 Regular Meeting](#)

5:11 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. 14-0305

Approve the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2014 plan year and authorize payment of the insurance premium including the agent fee.

Attachments: [LMCIT General Liability Premium Notice](#)

2. [14-0306](#) Consider adopting a resolution accepting donations of \$200.00 from the Cap Baker Lions Club, \$200.00 from Rowe Funeral Home and \$175.00 in gift certificates from Glens Army Navy Store for the Police Departments Public Safety Education Fund.
3. [14-0308](#) Adopt a resolution accepting a \$25 donation from Grand Rapids State Bank to the Grand Rapids Fire Department Prevention and Education Program.
Attachments: [FD GRSB donation](#)
4. [14-0311](#) Notice of intent to amend the Council By-Laws
5. [14-0339](#) Authorize the Arts and Culture Commission to apply for grants to fund Arts and Culture Plan
Attachments: [3-24-14 Resolution IRRRB Grant](#)
6. [14-0344](#) Appointment of Jessica Setness to the position of Part-time Communications Specialist.
7. [14-0346](#) Request authorization to purchase a John Deere 1600 Series II Turbo Commercial Wide Area Mower through the State of Minnesota Cooperative Purchasing Agreement.
Attachments: [2014 3-10 038 2Y Fleet Report](#)
[2014 3-11 Pokeg Lawn-Sport Quote JD Mower](#)
[2014 3-11 1600 Series II Turbo Mower](#)
8. [14-0347](#) Hire temporary employees for Park & Recreation / I.R.A. Civic Center
9. [14-0265](#) Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.
Attachments: [3-10-14 Resolution CP 2011-2 Order Improvement and Plans and Specs.pdf](#)
10. [14-0350](#) Approve seasonal employees as listed in the attachment with their names, position, and hourly wage.
Attachments: [2014 Seasonal Employees.pdf](#)
11. [14-0352](#) Consider approval of a lease agreement with Ashley Promersberger dba True North Salon & Spa for space in Central School.
Attachments: [2014 True North Salon & Spa lease.pdf](#)
12. [14-0349](#) Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.
Attachments: [3-24-14 Resolution CP 2011-2 Ordering Advertisement.pdf](#)
13. [14-0165](#) Adopt an updated City Parks and Trails Plan
Attachments: [Grand Rapids Park Plan 2014 FINAL revised](#)

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

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

5:14 DEPARTMENT HEAD REPORT**PM**

14. [14-0348](#) Department Head Report: Community Development Department

Attachments: [Community Development Department Head Report -March 2014](#)

5:25 COMMUNITY DEVELOPMENT**PM**

15. [14-0345](#) Consider approving Itasca County classification of tax-forfeited land.

Attachments: [Conservation Lot Information](#)
[Non-Conservation Lot Information](#)

16. [14-0351](#) Consider awarding a quote totaling \$8,511.00, from Gartner Temperature Controls for HVAC modifications in Central School.

Attachments: [Gartner quote.pdf](#)

5:35 LIBRARY**PM**

17. [14-0342](#) Accept low quote of \$73,040 from Rapids Plumbing and Heating Inc for replacement of Library Chiller unit

5:40 POLICE DEPARTMENT**PM**

18. [14-0353](#) Request by the Police Department to begin the process of hiring Security Personnel and to enter into an agreement with Grand Itasca Clinic and Hospital to provide security services to the Grand Itasca Clinic and Hospital main campus.

Attachments: [Final Agreement Hospital .pdf](#)

19. [14-0354](#) Authorize the police department to fill police officer vacancies allowing for 2014 staffing levels to be maintained at 20 full-time licensed officers.

5:50 ADMINISTRATION DEPARTMENT**PM**

20. [14-0355](#) Appointment of Renee Patrow to the position of Accountant.

21. [14-0358](#) Approve additional work tasks to the City Hall bathroom ADA project

**6:00 PUBLIC HEARINGS
PM**

22. [14-0335](#) Conduct a public hearing to consider the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.
Attachments: [MLB-LLC Vacation: Maps](#)
[MLB-LLC Vacation: Review Committee Comments](#)
[MLB-LLC Vacation: Application/Petition](#)
23. [14-0336](#) Consider the adoption of a resolution either approving or denying the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.
Attachments: [MLB-LLC Vacation: Resolution](#)
24. [14-0337](#) Conduct a public hearing to consider the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.
Attachments: [Roys Acres Vacation: Map](#)
[Roys Acres Vacation: Review Committee Comments](#)
[Roys Acres Vacation-Application](#)
25. [14-0338](#) Consider the adoption of a resolution either approving or denying the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.
Attachments: [Roys Acres Vacation: Resolution](#)
26. [14-0340](#) Conduct a public hearing to consider the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.
Attachments: [Itasca Co. Vacation: Maps](#)
[Itasca Vacation: Review Committee Comments](#)
[Itasca Co. Vacation: Application/Petition](#)
27. [14-0341](#) Consider the adoption of a resolution either approving or denying the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.
Attachments: [Itasca County Vacation: Resolution](#)

**7:00 VERIFIED CLAIMS
PM**

28. [14-0356](#) Consider approving the verified claims for the period March 4, 2014 to March 17, 2014 in the total amount of \$491,683.45.
Attachments: [032414 Bill List.pdf](#)

**7:45 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 14, 2014, 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: TOM PAGEL, CITY ADMINISTRATOR



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0359 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 3/20/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Approve Council minutes for Monday, March 10, 2014 Worksession and Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [March 10, 2014 Worksession](#)
[March 10, 2014 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Approve Council minutes for Monday, March 10, 2014 Worksession and Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, March 10, 2014

City Hall Conference Room 2A

Immediately following the closed meeting

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, March 10, 2014 at 4:18 pm in City Hall Conference Room 2A, 420 North Poekagama Avenue, Grand Rapids, Minnesota.

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

Present 3 - Mayor Dale Adams, Councilor Dale Christy, and Councilor Barb Sanderson

Absent 2 - Councilor Ed Zabinski, and Councilor Joe Chandler

Others present:

Tom Pagel, Chad Sterle, Lynn DeGrio

Discussion Items

1. Update on e-cigarettes

Lynn DeGrio, Human Resources Director, discusses the growing issues with e-cigarettes and use in City owned facilities. Many other cities are developing policies banning the use of e-cigarettes in buildings and parks. Staff will move forward with research and draft of policy for future consideration.
2. Amendments to Flexible Time Off Policy

Ms. DeGrio discusses possible language addition regarding accrual upon employment and limitations for FTO use until the completion of introductory period.
3. Discuss taxi cab licensing requirements.

Discussed vehicle requirements for taxi licensing. Ordinance update should be considered to accommodate changes to communication, identification and billing.

Other

Discussed the possible designation of City Administrator as appointing authority for the hiring of part-time employees. Designation must be considered and approved by the Council and is not a Mayor designation.

Addition of request for temporary liquor license for Itasca Curling Club to Consent as 11a.

ADJOURN

There being no further business, the meeting adjourned at 4:47 pm.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, March 10, 2014

5:00 PM

City Hall Council Chambers

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 10, 2014 - 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 3 - Councilor Barb Sanderson
 Councilor Dale Christy
 Mayor Dale Adams

Absent 2 - Councilor Ed Zabinski
 Councilor Joe Chandler

Others present:

Tom Pagel, Chad Sterle, Barb Baird, Julie Kennedy, Jim Denny, Rob Mattei, Jeff Davies, Lynn DeGrio, Rob Rima, AJ Morse

5:01 PM **PRESENTATIONS/PROCLAMATIONS**

Oath of Office for Fire Chief A.J. Morse.

Mayor Adams conducts the swearing in of AJ Morse to the position of Grand Rapids Fire Chief.

MEETING PROTOCOL POLICY

5:06 PM **PUBLIC FORUM**

None.

5:11 PM **COUNCIL REPORTS**

Councilor Sanderson announces exhibit at MacRostie Art Center regarding homelessness. Also noted 2 year anniversary open house for Grace House on March 13th. There will be a soup line provided for those who would like to attend.

Mayor Adams provides reminder for the upcoming Polar Plunge on March 15th at Sugar Lake Lodge.

**5:16 APPROVAL OF MINUTES
PM**

Approve Council minutes for Monday, February 24, 2014 meetings.

A motion was made by Councilor Dale Christy, seconded by Councilor Barb Sanderson, to approve Council minutes as presented. The motion PASSED by unanimous vote.

**5:17 CONSENT AGENDA
PM**

1. Consider adopting a resolution approving budget amendments to the Legal budgets in all General Fund Departments for 2014.
Adopted Resolution 14-14 by consent roll call
2. Request authorization to examine specifications within the State of Minnesota Cooperative Purchasing Agreement with the intent of receiving a qualified quote for a 10.5 foot wide front rotary mower.
Approved by consent roll call
3. Hire temporary employees for Park & Recreation / I.R.A. Civic Center
Approved by consent roll call
4. Consider approving writing specifications and soliciting quotes for the purchase of a new one ton pick-up equipped with a snow plow.
Approved by consent roll call
5. Consider approving a resolution declaring the official intent of the City of Grand Rapids to reimburse certain expenditures from the proceeds of bonds to be issued by the City of Grand Rapids.
Adopted Resolution 14-15 by consent roll call
6. Consider approving the Supplemental Letter Agreement (SLA) with SEH for the engineering design and construction related services for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.
Approved by consent roll call
7. Consider allowing the Grand Rapids Fire Department Fire Prevention and Education Program to accept a donation of \$25.00 from Grand Rapids State Bank
Approved by consent roll call
8. Consider approving the balancing change order related to CP 2012-6, the ICC Signal Reconstruction Project.
Approved by consent roll call

9. Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.
Approved by consent roll call
10. Consider approval of a new lease agreement with Janna Salmela Photography for Suite 209 in Central School and the termination of the existing lease for Suite 202.
Approved by consent roll call
11. Consider approval of a resolution approving an amendment to certain terms of the City Tax Increment Revenue Note, Series 2008A
Adopted Resolution 14-16 by consent roll call
- 11a. Approve temporary liquor license for Itasca Curling Club, event date March 21 - 23, 2014 contingent upon receipt of fee.
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Sanderson, seconded by Councilor Christy, to approve the Consent agenda with the addition of item #11a. The motion carried by the following vote

Aye 3 - Councilor Barb Sanderson
Councilor Dale Christy
Mayor Dale Adams

5:22 PM SETTING OF REGULAR AGENDA

A motion was made by Councilor Barb Sanderson, seconded by Councilor Dale Christy, to approve the Regular Agenda as presented. The motion PASSED by unanimous vote.

5:23 PM DEPARTMENT HEAD REPORT

12. Police Department ~ Jim Denny

Chief Denny provided semi-annual department report, making note of the following:
~ Staffing, including eligible retirees, current application process for hiring, etc.
~ Increase in calls within the last year
~ Community event involvement
~ Animal Control

Received and Filed

**5:45 VERIFIED CLAIMS
PM**

13. Consider approving the verified claims for the period February 18, 2014 to March 3, 2014 in the total amount of \$855,732.78, of which \$504,933.75 are bond payments.

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

Aye 3 - Councilor Barb Sanderson
Councilor Dale Christy
Mayor Dale Adams

Recess until 6:00 PM for scheduled public hearing.

**6:00 PUBLIC HEARINGS
PM**

Recess until 6 pm

14. Consider conducting the Public Hearing for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.
- Mayor Adams states that this is the time and place to address the Council regarding CP 2011-2, Crystal Lake Blvd. Reconstruction project. City Clerk Gibeau states all proper notices have been made and no written correspondence has been received by the Clerk's Office to date.*

City Engineer, Julie Kennedy, presents background information on proposed project.

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

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

A motion was made by Councilor Barb Sanderson, seconded by Councilor Dale Christy, to close the public hearing. The motion PASSED by unanimous vote.

**7:00 ENGINEERING
PM**

15. Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

A motion was made by Councilor Barb Sanderson, seconded by Councilor Dale Christy, to table this item until March 24, 2014 Council Meeting. The motion PASSED by unanimous vote.

**7:05 ADJOURNMENT
PM**

A motion was made by Councilor Dale Christy, seconded by Councilor Barb Sanderson, to adjourn the meeting at 6:41 PM. The motion PASSED by unanimous vote.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0305 **Version:** 1 **Name:** General Liability Insurance Premium
Type: Agenda Item **Status:** Consent Agenda
File created: 3/10/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Approve the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2014 plan year and authorize payment of the insurance premium including the agent fee.
Sponsors:
Indexes:
Code sections:
Attachments: [LMCIT General Liability Premium Notice](#)

Date	Ver.	Action By	Action	Result
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Approve the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2014 plan year and authorize payment of the insurance premium including the agent fee.

Background Information:

The City of Grand Rapids has had their general liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) for many years. The League's insurance is very comprehensive and they have, for the past several years, given us a refund check at the end of the year which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims. For 2013 the LMCIT property/casualty dividend refund for the City of Grand Rapids was \$42,754.00.

The premium for the 2014 plan year is \$225,958.00. Our insurance agent is paid on a flat fee structure; this fee is included in this premium and has not increased from last year.

The general liability includes property, inland marine, general liability, glass, miscellaneous equipment, vehicles, etc. The premium is based on personnel costs, amount and value of property equipment and vehicles, the amount of capital construction and other factors. This coverage includes the City Hall, Public Library, Central School, Golf Course, Civic Center, various other City-owned properties and all City Departments (excluding Public Utilities). This amount is part of the 2014 adopted budget.

Staff Recommendation:

[Enter Recommendation Here]

Requested City Council Action

Consider approving the general liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2014 plan year and authorize payment of the insurance premium for \$225,958.00.

INVOICE #: 46066



LEAGUE OF MN CITIES INSURANCE TRUST (0011)
C/O BERKLEY RISK ADMIN.CO.,LLC
222 SOUTH NINTH STREET
SUITE 1300
MINNEAPOLIS MN 55402-3332
612-766-3000 FAX: 612-766-3281

PREMIUM NOTICE

Invoice Date: 3/05/14
Due Date: 04/04/14

*Original to
Risk 3/10*

RECEIVED
MAR 10 2014

Bill To
GRAND RAPIDS, CITY OF
420 POKEGAMA AVE N
GRAND RAPIDS MN 55744-2658

Agent 00491
WELLS FARGO INSURANCE SERVICE
220 NW 1ST AVE
GRAND RAPIDS MN 55744-2707

Type of Coverage: MUNICIPALITY
Covenant Number CMC 36231
Covered Party: GRAND RAPIDS, CITY OF

Coverage Period: 1/01/14 To 1/01/15

Payment Plan Selected: ANNUAL PAY PLAN

<u>DUE DATE</u>	<u>AMOUNT DUE</u>	<u>END DATE</u>	<u>DESCRIPTION</u>
4/04/14	225,958.00		PREMIUM
Total:	\$225,958.00		

Payment/Adjustment
Applied: \$.00

Total: \$225,958.00

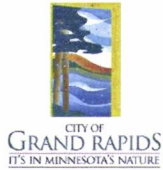
PLEASE RETURN THIS PORTION WITH YOUR CHECK MADE PAYABLE TO:

LEAGUE OF MN CITIES INSURANCE TRUST (0011)
C/O BERKLEY RISK ADMIN.CO.,LLC
P.O. BOX 581517
MINNEAPOLIS MN 55458-1517
612-766-3000 FAX: 612-766-3281

INVOICE #: 46066

Type of Coverage: MUNICIPALITY
Covenant Number: CMC 36231
Coverage Period: 1/01/14 To 1/01/15
Covered Party: GRAND RAPIDS, CITY OF

DUE DATE: 04/04/14
UNPAID BALANCE: 225,958.00
AMOUNT DUE: 225,958.00



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0306 **Version:** 1 **Name:** Consider approving a resolution accepting \$575.00 in donations from Cap Baker Lion's Club, Rowe Funeral Home, and Glens Army Navy Store.

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

File created: 3/11/2014 **In control:** City Council

On agenda: 3/24/2014 **Final action:**

Title: Consider adopting a resolution accepting donations of \$200.00 from the Cap Baker Lions Club, \$200.00 from Rowe Funeral Home and \$175.00 in gift certificates from Glens Army Navy Store for the Police Departments Public Safety Education Fund.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting donations of \$200.00 from the Cap Baker Lions Club, \$200.00 from Rowe Funeral Home and \$175.00 in gift certificates from Glens Army Navy Store for the Police Departments Public Safety Education Fund.

Background Information:

The donations will be used towards the Police Department's Public Safety Education Programs, such as the Police Reserves, Citizens Academy, National Night Out, and Children's First Fair to list a few.

Staff Recommendation:

Please consider approving a resolution to accept the \$575.00 in donations from Cap Baker Lions Club, Rowe Funeral Home, and Glens Army Navy Store.

Requested City Council Action

Consider adopting a resolution to accept the \$575.00 donation to the Police Department's Public Safety Education Fund from Cap Baker Lions Club, Rowe Funeral Home, and Glens Army Navy Store.



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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0308 **Version:** 1 **Name:** Fire Dept. Resolution
Type: Agenda Item **Status:** Consent Agenda
File created: 3/12/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Adopt a resolution accepting a \$25 donation from Grand Rapids State Bank to the Grand Rapids Fire Department Prevention and Education Program.
Sponsors:
Indexes:
Code sections:
Attachments: [FD GRSB donation](#)

Date	Ver.	Action By	Action	Result
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Adopt a resolution accepting a \$25 donation from Grand Rapids State Bank to the Grand Rapids Fire Department Prevention and Education Program.

Background Information:

On Monday, March 10, 2014, the Council approved acceptance of a \$25 donation to the Fire Prevention and Education Program with the Grand Rapids Fire Department from the Grand Rapids State Bank. State statute requires that all donations to the City be accepted by resolution of the City Council.

Staff Recommendation:

Adopt Resolution accepting donation.

Requested City Council Action

Adopt a resolution accepting a \$25 donation from Grand Rapids State Bank to the Grand Rapids Fire Department Prevention and Education Program.

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

RESOLUTION NO. 14-

A RESOLUTION ACCEPTING A \$25 DONATION FROM GRAND RAPIDS STATE BANK FOR THE GRAND RAPIDS FIRE DEPARTMENT'S FIRE PREVENTION AND EDUCATION PROGRAM

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- Grand Rapids State Bank has donated \$25 to be used toward the Grand Rapids Fire Department's Fire Prevention and Education Program.

Adopted this 24th day of March 2014.

Dale C. Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0311 **Version:** 1 **Name:** Notice of intent
Type: Agenda Item **Status:** Consent Agenda
File created: 3/13/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Notice of intent to amend the Council By-Laws

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Notice of intent to amend the Council By-Laws

Background Information:

The Council By-Laws require that a notice of intent to change the Council By-Laws must be issued in advance of changing the By-Laws.

Staff Recommendation:

Notice intent to amend By-Laws.

Requested City Council Action

Issue a notice of intent to amend Council By-Laws at the April 28, 2014 Council meeting.



CITY OF
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0339 **Version:** 1 **Name:** Arts and Culture apply for grants
Type: Agenda Item **Status:** Consent Agenda
File created: 3/17/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Authorize the Arts and Culture Commission to apply for grants to fund Arts and Culture Plan
Sponsors:
Indexes:
Code sections:
Attachments: [3-24-14 Resolution IRRRB Grant](#)

Date	Ver.	Action By	Action	Result
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Authorize the Arts and Culture Commission to apply for grants to fund Arts and Culture Plan.

Background Information:

[The Arts and Culture Commission received RFPs for an arts and culture strategic plan. The estimated cost to contract for this professional service will likely be \$50,000. The Commission would like to pursue grant funding from the Blandin Foundation, Northland Foundation, and IRRRB.]

Staff Recommendation:

[Consider authorizing the Arts and Culture Commission to apply for grants to fund Arts and Culture Plan.]

Requested Council Action:

Authorize the Arts and Culture Commission to apply for grants to fund Arts and Culture Plan.

CITY OF GRAND RAPIDS, MINNESOTA
RESOLUTION NO. _____

STATE OF MINNESOTA)
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO AND
ACCEPT FUNDS FROM THE IRRRB COMPREHENSIVE PLAN GRANT PROGRAM**

WHEREAS THE City Council approves of the attached application for the Comprehensive Update project; and

WHEREAS THE City Council hereby agrees to accept funding for the underlying project if approved by the IRRRB.

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

Upon vote taken thereon, the following voted:

For:

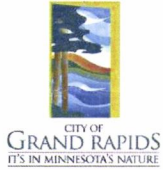
Against:

Whereupon said Resolution No. _____ was declared duly passed and adopted this _____ day of _____.

Month/Year

Mayor

Attest: _____
City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0344 **Version:** 1 **Name:** Appointment of Jessica Setness to the position of Part-time Communications Specialist.
Type: Agenda Item **Status:** Consent Agenda
File created: 3/18/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Appointment of Jessica Setness to the position of Part-time Communications Specialist.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Appointment of Jessica Setness to the position of Part-time Communications Specialist.

Background Information:

The City of Grand Rapids has a lot going on, but much of it isn't communicated to the public as much as we would like it to be. The School District has recently hired Jessica Setness on a part-time basis to assist them with communications. If approved, Jessica's first project would be to create a media list and familiarize local media contacts with all the events, opportunities, and accomplishments that are happening all the time in Grand Rapids. The news releases could also be adapted for use in a news section on the website. Jessica also has experience creating electronic newsletters, as she has written them for the City of Ramsey and ISD 318. She will also be able to assist the City of Grand Rapids with a Facebook presence. While some departments are maintaining their own pages, she would create one for the City as a whole.

Jessica would also be responsible for researching and maintaining the Staff Volunteer of the month portion of the website. A news release could be created in partnership with the highlighted organization, fostering a relationship marketing opportunity. An additional project would be the organization of photos for use on the City of Grand Rapids website. Information about the photos would be embedded within the photos. The use of the Itasca Community Portal as not only a communication method, but as a tool to drive traffic to the website would also become part of the City's communication plan. Jessica would create our news releases into blog posts that could be shared on the Community Portal. This would be another great place to share the pictures taken on behalf of the City.

Finally, Jessica would work with graphic designers to create the print materials that are mailed to residents, creating the written copy and ensuring a polished final product. Jessica would also be happy to discuss any additional duties that you believe would be beneficial to the City.

Staff Recommendation:

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending hiring Jessica Setness as Part-time Communications Specialist at a rate of \$14.00 per hour effective March 25, 2014.

Requested City Council Action

Appointment of Jessica Setness to the position of Part-time Communications Specialist at a rate of \$14.00 per hour beginning March 25, 2014.

Jessica Setness

35993 Herrgard Samuelson Rd
Deer River, MN 56636

jessica.setness@gmail.com
218-208-7251

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

March 10, 2014

Dear Tom,

I want to start by saying it was a pleasure to meet with you last week. I really appreciate the opportunity to propose my communication services to the City of Grand Rapids.

If hired, I foresee working approximately 15 hours a week. Of course, I would be available for additional hours on an as-needed basis. The primary service that I would be able to provide would be written communication. I believe that the City has a lot going on, but as we discussed not much of that makes it to the Herald. My first project would be to create a media list and familiarize local media contacts with all the events, opportunities, and accomplishments that are happening all the time in Grand Rapids. Media contact lists would include local newspapers; regional newspapers, such as the Duluth Tribune; regional television news programs, including Duluth television stations; local radio stations, such as KOZY/KMFY; and other news outlets, such as the Itasca County Community Portal. The news releases could also be adapted for use in a news section on the website. I have attached a copy of a news release that was written about the Bigfork's Robotics team as a part of my work with ISD 318.

I also believe that a great way to reach audiences is through the use of electronic newsletters. I have written newsletters for the City of Ramsey, but also short e-blasts and newsletters while at Lyric Arts and staff newsletters for ISD 318. An example of an e-blast I created for Lyric Arts is available at <http://goo.gl/KbyxgC> and a newsletter at <http://goo.gl/3KSvo3>. I have also attached a staff newsletter created for ISD 318. This newsletter was created using Microsoft Publisher.

I think that it is important for the City of Grand Rapids to have a Facebook presence. While individual departments are maintaining their own pages, I would create one for the City as a whole. Posts would be created from information gathered as a part of other duties. One good way to start out a conversation on Facebook and create a high level of engagement, would be to create a "Did You Know" series of posts with things as varied as interesting facts about Grand Rapids to the accomplishments happening every day to highlighting the Staff Volunteer of the Month.

I would also be responsible for researching and maintaining the Staff Volunteer of the month portion of the website. A news release could be created in partnership with the highlighted organization, fostering a relationship marketing opportunity.

One of the great things about Grand Rapids is how picturesque the area is. As we talked about in our meeting, there are a number of pictures located on City hard drives. An additional project would be the organization of these photos for use on the City of Grand Rapids website. Information about the photos would be embedded within the photos. A great way to publicize the photos would be to create a number of Animoto videos. Animoto takes static photos and transforms them into an engaging video. An example of a video I created is available at <http://goo.gl/weYzjm>. Links to the photos and Animoto videos could also be shared via social media, directing traffic back to the website. Driving the traffic back to the website with these photos along with the abovementioned news releases will train residents to view the website as a resource, as their first step in learning more about what's happening in Grand Rapids.

The use of the Itasca Community Portal as not only a communication method, but as a tool to drive traffic to the website, would also become a part of the City's communication plan. I would create our news releases into blog posts that could be shared on the Community Portal. This would be another great place to share the pictures taken on behalf of the City.

Finally, to return to written communication, I would work with graphic designers to create the print materials that are mailed to residents, creating the written copy and ensuring a polished final product.

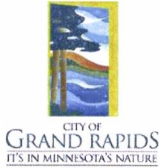
To recap, the services provided would include:

- Maintenance of media contact lists
- Creation and distribution of press releases
- Maintenance of a news section on the City website
- Electronic monthly newsletter
- Creation and Maintenance of a City Facebook page
- Maintenance of Staff Volunteer of the Month on website
- Organization of City photos, may include acting as liaison with photographers for additional photos
- Creation of Animoto videos from photos
- Utilization of Community Portal as a vehicle for the City's written communications
- Working with graphic designers to create print materials that will be mailed to residents

I propose that the services be provided at an hourly wage of \$14.00. I would be happy to discuss any additional duties that you believe are necessary to this position.

I look forward to hearing more from you.

Sincerely,
Jessica Setness
35993 Herrgard Samuelson Rd, Deer River, MN 56636
218-208-7251
jessica.setness@gmail.com



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	14-0346	Version:	1	Name:	PW Purchase John Deere Commercial Wide Area Mower
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	3/18/2014	In control:		In control:	City Council
On agenda:	3/24/2014	Final action:			
Title:	Request authorization to purchase a John Deere 1600 Series II Turbo Commercial Wide Area Mower through the State of Minnesota Cooperative Purchasing Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2014 3-10 038 2Y Fleet Report 2014 3-11 Pokeg Lawn-Sport Quote JD Mower 2014 3-11 1600 Series II Turbo Mower				

Date	Ver.	Action By	Action	Result
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Request authorization to purchase a John Deere 1600 Series II Turbo Commercial Wide Area Mower through the State of Minnesota Cooperative Purchasing Agreement.

Background Information:

Currently we mow our turf areas with two 10.5 foot wide front rotary mowers. One is a 1996 and the other is a 2006. The 1996 mower was also used for sweeping rinks in the winter, which increased the wear and tear over its 18 year life. This mower will be retained to broom rinks in the winter months for the next several years. Interestingly, when we purchased the 1996 mower, it replaced two mowers, one being a 1974 and the other a 1979, 22 and 17 years of service respectively. My point is that we've had good success with the life of our mowers. However, due to its age, this mower is past its useful dependability needed in the summer. The effectiveness of this mower has been costly both in downtime and expense. In the last two years (2012 and 2013) we spent \$7,307.33 for parts and \$6,347.50 for labor, with a grand total of \$13,654.83 in repairs.

Over the last several years, Randy Myhrer, Lead Mechanic and I have discussed switching from Toro to John Deere. In addition to being the preferred mower, Pokegama Lawn and Sport is the local authorized dealer for John Deere. They will provide us with service and parts availability locally and this will reduce the downtime of repairs in the future. This purchase is under the Minnesota Cooperative Purchasing Agreement and complies with all the State and Local bidding requirements. This was an approved budgeted purchase for \$50,000.

Staff Recommendation:

PW Director recommends accepting the quote from Pokegama Lawn and Sport and commence with the purchase of the John Deere 1600 Series II Turbo Commercial Wide Area Mower.

Requested City Council Action

Approve the purchase of a John Deere 1600 Series II Turbo Commercial Wide Area Mower from Pokegama Lawn and Sport for the purchase price of \$49,993.42.

Selection Criteria: VEHN |0038 Only
 DV |01 Only
 DATE |from Jan 1, 2012 to Dec 31, 2013
 All Status Codes except SOLD

VEHN DV VT DESCRIPTION
 0038 01 45 LAWN/TURF EQUIPT 96 TORO 45

DATE	CT	METER	COMMENTS	PARTS\$	LABORS\$	TOTALS	TIME	MECH	MECHANIC/VENDOR	RON/INV
11/27/13	51	7646	RPLC WIPER BLADE	0.00	32.50	32.50	0.50	M017	CHUCK BRUEMMER	5204
11/27/13	51	7646	INSTL DOOR/GAS SHOCK	0.00	32.50	32.50	0.50	M017	CHUCK BRUEMMER	5204
11/22/13	51	7646	INSTL/PAB MOUNT NEW MOTR	0.00	130.00	130.00	2.00	M017	CHUCK BRUEMMER	5204
11/14/13	02	7646	DGN INOP WFR/LOCATE NEW	20.70	260.00	280.70	4.00	M017	CHUCK BRUEMMER	5204
11/14/13	34	7646	REPR BULBS	12.58	32.50	45.08	0.50	M017	CHUCK BRUEMMER	5204
11/14/13	51	7646	PARTS ONLY	243.80	0.00	243.80	0.00	M000	PARTS ONLY	5204
11/14/13	86	7646	PARTS ONLY	19.04	0.00	19.04	0.00	M000	PARTS ONLY	5204
08/19/13	47	7644	HYD OIL LK RMV CHG PMP	138.00	260.00	398.00	4.00	M012	PANDY MYHRER	5120
08/19/13	86	7644	PARTS ONLY	9.49	0.00	9.49	0.00	M000	PARTS ONLY	5120
08/14/13	47	7644	HYD OIL LK RMV CHG PMP	59.96	292.50	352.46	4.50	M012	RANDY MYHRER	5120
08/13/13	86	7644	PARTS ONLY	4.12	0.00	4.12	0.00	M000	PARTS ONLY	5120
07/19/13	51	7634	RPL MISSING CAPS	44.25	65.00	109.25	1.00	M012	RANDY MYHRER	5093
07/01/13	40	7541	APM	15.60	32.50	48.10	0.50	M017	CHUCK BRUEMMER	5077
07/01/13	42	7541	RPR COOLANT LK	0.00	65.00	65.00	1.00	M017	CHUCK BRUEMMER	5077
07/01/13	40	7541	PARTS ONLY	0.00	0.00	0.00	0.00	M000	PARTS ONLY	5077
07/01/13	86	7541	PARTS ONLY	1.07	0.00	1.07	0.00	M000	PARTS ONLY	5077
06/28/13	42	7540	RPLC THERMOSTAT/GSKT	78.93	162.50	241.43	2.50	M012	RANDY MYHRER	5048
06/28/13	85	7540	PARTS ONLY	13.59	0.00	13.59	0.00	M000	PARTS ONLY	5048
06/28/13	86	7540	PARTS ONLY	6.36	0.00	6.36	0.00	M000	PARTS ONLY	5048
06/21/13	42	7540	RPL OVRFW TNK & SNBR	71.00	162.50	233.50	2.50	M012	RANDY MYHRER	5061
06/21/13	86	7540	PARTS ONLY	4.88	0.00	4.88	0.00	M000	PARTS ONLY	5061
06/19/13	09	0	HYDRAPORCE COIL- SPARE	40.73	0.00	40.73	0.00	VN22	NORTHLAND HYDRAU	6697
06/19/13	85	0	SPLIT FREIGHT	6.88	0.00	6.88	0.00	VN22	NORTHLAND HYDRAU	6697
06/19/13	09	7540	HYDRAPORCE COIL	40.73	0.00	40.73	0.00	VN22	NORTHLAND HYDRAU	6697
06/19/13	85	7540	FREIGHT	6.88	0.00	6.88	0.00	VN22	NORTHLAND HYDRAU	6697
06/18/13	42	7540	RMV & RPR OVRFW TNK	161.32	97.50	258.82	1.50	M012	RANDY MYHRER	5061
06/18/13	85	7540	PARTS ONLY	14.25	0.00	14.25	0.00	M000	PARTS ONLY	5061
06/18/13	86	7540	PARTS ONLY	12.07	0.00	12.07	0.00	M000	PARTS ONLY	5061
05/24/13	47	7497	ASMBL REAR STRAR CYL KIT	0.00	325.00	325.00	5.00	M017	CHUCK BRUEMMER	5032
05/21/13	47	7497	ASMBL REAR MTR INSTL SEA	0.00	130.00	130.00	2.00	M017	CHUCK BRUEMMER	5032
05/13/13	47	7497	LOOK UP PARTS	0.00	65.00	65.00	1.00	M017	CHUCK BRUEMMER	5032
05/13/13	47	7497	DISSASSEMBLE REAR	0.00	65.00	65.00	1.00	M017	CHUCK BRUEMMER	5032
05/10/13	47	7497	RMV REAR HYD MOTOR	96.17	130.00	226.17	2.00	M017	CHUCK BRUEMMER	5032
05/10/13	40	7497	PARTS ONLY	8.18	0.00	8.18	0.00	M000	PARTS ONLY	5032
05/10/13	51	7497	PARTS ONLY	0.80	0.00	0.80	0.00	M000	PARTS ONLY	5032
05/10/13	86	7497	PARTS ONLY	0.62	0.00	0.62	0.00	M000	PARTS ONLY	5032
02/08/13	17	7360	TIRE REPAIR	0.00	40.00	40.00	0.00	VA10	ACHESON TIRE CO	396923
02/05/13	46	7410	REPR CYLDR MNT BROOM	16.75	65.00	81.75	1.00	M012	RANDY MYHRER	4920
02/05/13	86	7410	PARTS ONLY	1.15	0.00	1.15	0.00	M000	PARTS ONLY	4920
12/19/12	47	7360	RPL HYD MTR HFD DR CPLR	0.00	260.00	260.00	4.00	M012	PANDY MYHRER	4868
12/19/12	17	7360	RPL TIRE *	115.00	65.00	180.00	1.00	M012	RANDY MYHRER	4868
12/19/12	86	7360	PARTS ONLY	7.91	0.00	7.91	0.00	M000	PARTS ONLY	4868
12/17/12	46	7366	DSASM BROOM	1130.94	0.00	1130.94	0.00	M012	RANDY MYHRER	4875
12/17/12	44	7366	ASM DR MTR ORDR PARTS	0.00	65.00	65.00	1.00	M012	RANDY MYHRER	4875
12/17/12	85	7366	PARTS ONLY	185.46	0.00	185.46	0.00	M000	PARTS ONLY	4875
12/17/12	86	7366	PARTS ONLY	90.50	0.00	90.50	0.00	M000	PARTS ONLY	4875
12/12/12	32	7360	RPL STARTER	327.47	130.00	457.47	2.00	M017	CHUCK BRUEMMER	4854
12/07/12	42	7360	TST & RPL BTRY	95.59	65.00	160.59	1.00	M012	RANDY MYHRER	4868
12/07/12	86	7360	PARTS ONLY	6.57	0.00	6.57	0.00	M000	PARTS ONLY	4868
11/09/12	40	7348	CPM	67.01	260.00	317.01	4.00	M017	CHUCK BRUEMMER	4824
11/09/12	34	7348	INSTL DIS	0.00	130.00	130.00	2.00	M017	CHUCK BRUEMMER	4824
11/09/12	86	7348	PARTS ONLY	3.92	0.00	3.92	0.00	M000	PARTS ONLY	4824
07/20/12	17	7206	NEW TUBES	64.13	20.00	84.13	0.00	VA10	ACHESON TIRE CO	388343
07/02/12	15	7206	INSTL TIRES TEST	0.00	130.00	130.00	2.00	M012	RANDY MYHRER	4510
06/28/12	15	7206	CHK WHEEL ALIGN ADJ TOE	0.00	390.00	390.00	6.00	M012	RANDY MYHRER	4510
06/27/12	47	7206	RMV DR MTR RPLC	0.00	162.50	162.50	2.50	M012	RANDY MYHRER	4510
06/25/12	47	7206	PRESS TEST HYD SYSTM	1680.92	195.00	1875.92	3.00	M012	RANDY MYHRER	4510
06/25/12	47	7206	NO PWR ORDR DR MTR	0.00	32.50	32.50	0.50	M012	RANDY MYHRER	4510
06/25/12	15	7206	PARTS ONLY	150.00	0.00	150.00	0.00	M000	PARTS ONLY	4510
06/25/12	85	7206	PARTS ONLY	15.55	0.00	15.55	0.00	M000	PARTS ONLY	4510
06/25/12	86	7206	PARTS ONLY	126.95	0.00	126.95	0.00	M000	PARTS ONLY	4510
05/16/12	17	0	TIRE REPR FRNT/BACK	267.19	15.00	282.19	0.00	VA10	ACHESON TIRE CO	385385
05/16/12	17	0	TIRES	0.00	0.00	0.00	0.00	VA10	ACHESON TIRE CO	385385
03/30/12	40	7090	FUEL SYSTEM	0.00	162.50	162.50	2.50	M012	RANDY MYHRER	4429
03/29/12	40	7090	DECK	0.00	130.00	130.00	2.00	M012	RANDY MYHRER	4429
03/28/12	40	7090	CPM	0.00	487.50	487.50	7.50	M012	RANDY MYHRER	4429
03/27/12	40	7090	CPM AND DECK MAINT	0.00	422.50	422.50	6.50	M012	RANDY MYHRER	4429
03/26/12	51	7090	DECK SERVICE/CLEAN	0.00	195.00	195.00	3.00	M012	RANDY MYHRER	4429
03/26/12	40	7090	PARTS ONLY	180.18	0.00	180.18	0.00	M000	PARTS ONLY	4429
03/26/12	85	7090	PARTS ONLY	13.47	0.00	13.47	0.00	M000	PARTS ONLY	4429

		Veh#...0018								
03/26/12	86	7090	PARTS ONLY	13.31	0.00	13.31	0.00	M000	PARTS ONLY	4429
02/20/12	02	7073	R/R WIPER MOTOR-AUTO ELE	0.00	195.00	195.00	3.00	M017	CHUCK BRUEMMER	4388
02/20/12	51	7073	PARTS ONLY	302.50	0.00	302.50	0.00	M000	PARTS ONLY	4388
02/20/12	85	7073	PARTS ONLY	24.00	0.00	24.00	0.00	M000	PARTS ONLY	4388
02/20/12	86	7073	PARTS ONLY	14.61	0.00	14.61	0.00	M000	PARTS ONLY	4388
01/05/12	34	7047	RPLC LIGHTS	102.84	130.00	232.84	2.00	M012	RANDY MYHRER	4343
01/05/12	51	7047	RMVE/RPLC BROOMS BRGS	1033.80	260.00	1293.80	4.00	M012	RANDY MYHRER	4343
01/05/12	34	7047	PARTS ONLY	0.00	0.00	0.00	0.00	M000	PARTS ONLY	4343
01/05/12	85	7047	PARTS ONLY	65.00	0.00	65.00	0.00	M000	PARTS ONLY	4343
01/05/12	86	7047	PARTS ONLY	82.61	0.00	82.61	0.00	M000	PARTS ONLY	4343
35 repair orders			Vehicle 0018 Total	7307.33	6347.50	13654.83	96.50			
35 repair orders			PUBLIC WORKS 01 Total	7307.33	6347.50	13654.83	96.50			
35 repair orders			Report Total	7307.33	6347.50	13654.83	96.50			



JOHN DEERE

Quote Id: 9331124

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Pokegama Lawn & Sport
20760 Us Hwy 169
Grand Rapids, MN 55744
218-326-1200
TODD@LAWNANDSPORT.COM

Prepared For:

City Of Grand Rapids Public Works

Proposal For:

Delivering Dealer:

Paul Kaczor

Pokegama Lawn & Sport
20760 Us Hwy 169
Grand Rapids, MN 55744

TODD@LAWNANDSPORT.COM

Quote Prepared By:

PAUL KACZOR
paulk@lawnandsport.com

Date: 11 March 2014

Offer Expires: 15 April 2014

Confidential



JOHN DEERE

Quote Id: 9331124

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

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2000 John Deere Run
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Pokegama Lawn & Sport
20760 Us Hwy 169
Grand Rapids, MN 55744
218-326-1200
TODD@LAWNANDSPORT.COM

11 March 2014

420 N Pokegama Ave
Grand Rapids, MN 55744

Paul Kaczor
218-326-1200
Pokegama Lawn & Sport



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pokegama Lawn & Sport
20760 Us Hwy 169
Grand Rapids, MN 55744
218-326-1200
TODD@LAWNANDSPORT.COM

Quote Summary

Prepared For:

City Of Grand Rapids Public Works
420 N Pokegama Ave
Grand Rapids, MN 55744
Business: 218-326-7483

Delivering Dealer:

Pokegama Lawn & Sport
Paul Kaczor
20760 Us Hwy 169
Grand Rapids, MN 55744
Phone: 218-326-1200
paulk@lawnandsport.com

Quote ID: 9331124
Created On: 11 March 2014
Last Modified On: 11 March 2014
Expiration Date: 15 April 2014

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo Series II Commercial Wide Area Mower With 2 Post Folding ROPS Contract: MN Commercial Riding Mowers_62399 Price Effective Date: February 5, 2013	\$ 65,739.76	\$ 49,993.42 X	1 =	\$ 49,993.42

Equipment Total **\$ 49,993.42**

Quote Summary	
Equipment Total	\$ 49,993.42
Trade In	
SubTotal	\$ 49,993.42
Total	\$ 49,993.42
Balance Due	\$ 49,993.42

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 9331124

Customer Name: CITY OF GRAND RAPIDS PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pokegama Lawn & Sport
20760 Us Hwy 169
Grand Rapids, MN 55744
218-326-1200
TODD@LAWNANDSPORT.COM

JOHN DEERE 1600 Turbo Series II Commercial Wide Area Mower With 2

Contract: MN Commercial Riding Mowers_62399

Suggested List *

Price Effective Date: February 5, 2013

\$ 65,739.76

Selling Price *

\$ 49,993.42

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0703TC	1600 Turbo Series II Commercial Wide Area Mower With 2 Post Folding ROPS	1	\$ 64,360.00	24.00	\$ 15,446.40	\$ 48,913.60	\$ 48,913.60
Dealer Attachments/Non-Contract/Open Market							
TCB11580	Breakaway Beacon Light Kit	1	\$ 554.26	24.00	\$ 133.02	\$ 421.24	\$ 421.24
TCB11701	Road Light Kit	1	\$ 695.50	24.00	\$ 166.92	\$ 528.58	\$ 528.58
TCA13825	Slow Moving Vehicle Sign Kit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
DEALER	REPAIR AND PARTS MANUAL	1	\$ 130.00	0.00	\$ 0.00	\$ 130.00	\$ 130.00
Dealer Attachments Total			\$ 1,379.76		\$ 299.94	\$ 1,079.82	\$ 1,079.82
Suggested Price						\$ 49,993.42	
Total Selling Price			\$ 65,739.76		\$ 15,746.34	\$ 49,993.42	\$ 49,993.42

The best. By a wide margin.

Presenting the 1600 Series II Turbo. With sweeping deck coverage, an innovative baffling system that virtually eliminates clumping and wings that follow ground contour—plus offer a cutting width of almost 11 feet, this machine delivers a quality cut acre after acre. 68 acres in an eight-hour day, to be exact. How's that for productivity?

The 1600 Series II Turbo is flexible enough to maneuver paths as narrow as 84 inches wide. You can mow with just one wing and the center deck, or the center deck alone. A high-torque (117.3 ft. lb.) 57-hp engine, on-demand or full-time rear wheel drive and an innovative top-draw cooling system enable it to go the distance. Day after day. And always with the reliability, ease of use and serviceability you expect from John Deere.



62 in. with center deck only

128 in. with all wings down



94 in. with center deck and either side deck



84-in. transport width with
both sides folded in



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0347 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 3/18/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Hire temporary employees for Park & Recreation / I.R.A. Civic Center

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Hire temporary employees for Park & Recreation / I.R.A. Civic Center

Background Information:

The following individuals will be hired with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex. These positions are part of the annual operating budget, and will begin employment March 24, 2014.

Kilee Huffman Various Part Time Positions Hourly Range: \$7.25 to \$10.00 per hour

Staff Recommendation:

Approve the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex.

Consider approving the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0265 **Version:** 1 **Name:** CP 2011-2, Crystal Lake Blvd Order the Project, Plans & Specs

Type: Agenda Item **Status:** Engineering

File created: 3/5/2014 **In control:** City Council

On agenda: 3/24/2014 **Final action:**

Title: Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

Sponsors:

Indexes:

Code sections:

Attachments: [3-10-14 Resolution CP 2011-2 Order Improvement and Plans and Specs.pdf](#)

Date	Ver.	Action By	Action	Result
3/10/2014	1	City Council		

Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

Background Information:

Once the Public Hearing is complete for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project, the City Council may consider ordering the Project and the plans and specifications. The attached resolution accomplishes this task. Please note that a 4/5th Council vote is required for approval because the Council initiated the Project.

Staff Recommendation:

City Staff recommends adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

Requested City Council Action

Consider adopting a resolution ordering CP 2011-2, the Crystal Lake Boulevard Reconstruction Project and the plans and specifications for the Project.

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

RESOLUTION NO. 14-__

**A RESOLUTION ORDERING IMPROVEMENT OF
AND PLANS AND SPECIFICATIONS FOR THE
CRYSTAL LAKE BOULEVARD RECONSTRUCTION
PROJECT 2011-2**

WHEREAS, Resolution 14- of the City Council dated the 10th day of February, 2014, accepted the Feasibility Report for the Crystal Lake Boulevard Reconstruction Project; and

WHEREAS, the reconstruction of existing public infrastructure within the right of way and utility/alley easements of Crystal Lake Boulevard from 1st Avenue NW to 14th Street NE by reconstructing streets, storm sewer, water main, street lights, sidewalks, and associated appurtenances, are needed; and

WHEREAS, the construction described in the Feasibility Report for the Crystal Lake Boulevard Reconstruction Project is the most cost effective solution; and

WHEREAS, a resolution of the City Council adopted the 10th day of February, 2014, fixed a date of March 10, 2014, for a Council Hearing on the proposed improvement; and

WHEREAS, ten days' mailed notice and two weeks' published notice of hearing was given and hearing was held thereon on the 10th day of March, 2014, at which all persons desiring to be heard were given an opportunity to be heard.

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for the Crystal Lake Boulevard Reconstruction Project, City Project 2011-2, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$2,557,614.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than March 10, 2015.

Adopted by the Council this 10th day of March, 2014.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted against same: _____; whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0350 **Version:** 1 **Name:** Seasonal Employees Golf Course
Type: Agenda Item **Status:** Consent Agenda
File created: 3/18/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Approve seasonal employees as listed in the attachment with their names, position, and hourly wage.
Sponsors:
Indexes:
Code sections:
Attachments: [2014 Seasonal Employees.pdf](#)

Date	Ver.	Action By	Action	Result
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Approve seasonal employees as listed in the attachment with their names, position, and hourly wage.

Background Information:

The Pokegama Golf Staff requests approval of the attached list of seasonal employees at Pokegama Golf Course. Employees will begin work at various times depending upon need and availability. Employment shall begin no sooner than April 1, 2014 and end no later than October 31, 2014.

Staff Recommendation:

Approve seasonal employees listed in the attachment.

Requested City Council Action

Consider approving seasonal employees as listed in the attachment with their names, position, and hourly wage. Employees shall begin employment no sooner than April 1, 2014 and end employment no later than October 31, 2014. Employees will begin employment at various times depending upon need and availability.

2014 Seasonal Employees
Pokegama Golf Course

Name	Position	wage/hr	
Baril, Kent	Maintenance	\$ 9.25	
Laakso, Marty	Maintenance	\$ 7.75	
Carnes, Bill	Maintenance	\$ 7.50	
Carnes, Sharon	Maintenance	\$ 8.00	
Sarkela, Eric	Maintenance	\$ 7.50	
Pierzina, Brandon	Maintenance	\$ 7.75	
Scherf, Kody	Maintenance	\$ 7.50	
Taylor, Judy	Cashier	\$ 7.50	
Skelly, Kirk	Cashier	\$ 9.50	
Huson, Darward	Out Door Services	\$ 9.00	
Huson, Shari	Cashier	\$ 9.50	
Fowler, Austin	Cashier	\$ 8.00	
Ross, Haley	Cashier/ods	\$ 7.75	
DelGreco, Danielle	Cashier	\$ 8.00	
Cahill, Laura	Cashier	\$ 8.25	
Kromy, Mikki	Cashier	\$ 8.25	
Kromy, Brett	Out Door Services	\$ 7.50	
Hain, McKinley	Cashier/ods	\$ 7.50	



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0352 **Version:** 1 **Name:** True North Salon Central School Lease
Type: Agenda Item **Status:** Consent Agenda
File created: 3/19/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Consider approval of a lease agreement with Ashley Promersberger dba True North Salon & Spa for space in Central School.
Sponsors:
Indexes:
Code sections:
Attachments: [2014 True North Salon & Spa lease.pdf](#)

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

Consider approval of a lease agreement with Ashley Promersberger dba True North Salon & Spa for space in Central School.

Background Information:

True North Salon & Spa is an Aveda beauty salon, owned and operated by Ashley Promersberger. The attached lease is for space located at the northeast corner of the first floor (Suite 112), which consists of 831 square feet. The rental rate on this lease is \$12.31/sf consistent with other recent leases on the First Floor. Also consistent with all recent leases, the term is for one year (through the end of 2014) and the rental rate does not involve the City in covering the cost of property taxes.

Requested City Council Action

Consider approval of a lease agreement with Ashley Promersberger dba True North Salon & Spa for space in Central School.

LEASE AGREEMENT

This Lease Agreement, by and between the City of Grand Rapids, Minnesota hereinafter referred to as "Lessor" and Ashley Promersberger dba True North Salon & Spa, hereinafter referred to as "Lessee", entered into this **24th** day of **March, 2014**.

ARTICLE 1 - LEASED PREMISES

1.1 In consideration of and subject to the mutual covenants, condition and obligations of this Lease Agreement to be kept and performed, the Lessor does hereby lease and demise to Lessee the premises identified in Exhibit "A" attached hereto, comprising approximately 831 square feet together with the right to use in common with other lessees of the Central School their invitees, customer and employees, the elevators, stairways, halls, toilets and sanitary facilities, and all other general common facilities contained in the Central School, as well as the sidewalks, delivery areas, and appurtenances thereto, to be used by Lessee for the purposes generally described in Exhibit "B" attached hereto, in the Central School, Grand Rapids, Minnesota.

This Lease Agreement will also include one parking pass for the Lessee's use in the Central School lot at no additional cost to the Lessee. The Lessee will be provided one parking pass that must be displayed conspicuously by the Lessee. The Lessee will be able to park in any location within the parking lot of Central School. There will not be a designated parking spot. If the lot is full, the Lessee will utilize off street parking. This pass only applies to the Central School lot. If the pass is lost, stolen or needs to be replaced for any reason, there will be a \$25 plus tax replacement fee.

ARTICLE 2 - TERM

2.1 The Term of this Lease Agreement shall commence on **May 1, 2014** and shall continue through **December 31, 2014** unless earlier terminated in accordance with the provisions of this Lease Agreement.

ARTICLE 3 -RENT

3.1 Lessee shall pay to Lessor as rent for the leased premises the sums hereinafter provided in this Article 3.

The term "operating costs for the Central School Building" as used in this Article 3 shall exclude all costs related to the exterior grounds except signs promoting tenants but shall otherwise include all those direct costs of operation and maintenance to be incurred by Lessor, including by way of illustration but not limitation, (1) all utility charges (sewer, water, electricity, heat, garbage collection, elevator service) except telephone and other communications equipment; (2) maintenance, insurance, repairs, parts and supplies, equipment and tools, and electrical maps, tubes, starters and ballasts; (3) the annual costs for a custodian and/or manager; and (4) promotion costs; and (5) a capital reserve equal to 5% of the total projected operation costs, excluding the capital reserve. The term "operating costs for the Central School Building" shall not include the original capital investment or associated debt service.

The term "rented square footage in the Central School Building" as used in the Article 3 shall exclude common areas, exterior grounds and space not rented.

3.2 Calendar year **2014** base rent shall be in the amount of **\$12.31** per square foot annually, payable in equal monthly installments beginning on the **1ST** day of **May, 2014** and continuing on the first day of each month thereafter through **December 31, 2014**. Additionally, tenant is solely responsible for paying any, and all, property taxes associated with the rental space.

3.3 Lessee shall pay as additional rent a late charge in the amount of 1.5% of the monthly rental payment in the event that the monthly rental payment is received after the fifth day of the month due. This late charge shall be exclusive of any other remedy which Lessor may have for Lessee's failure to timely pay rent.

3.4 At the commencement of the term of this Lease Agreement, Lessee shall furnish to Lessor a surety bond, letter of credit or cash deposit in an amount equivalent to one month's rent, to assure compliance with the provisions of this Lease Agreement. If Lessee fails to comply with the provisions of this Lease Agreement, Lessor shall be entitled, without further notice to Lessee, to call upon said surety bond, letter of credit or cash deposit to satisfy Lessee's obligation hereunder. Lessor's right to call upon the surety bond, letter of credit or cash deposit shall be exclusive of any other remedy which Lessor may have for Lessee's failure to comply with the provisions of this Lease Agreement. The surety bond or letter of credit furnished by Lessee shall be maintained in effect for

the term of this Lease Agreement and during any period of holding over. If Lessee furnishes a cash deposit pursuant to this Paragraph, said cash deposit shall be held by Lessor for the term of this Lease Agreement unless earlier called upon by Lessor to satisfy Lessee's obligations hereunder. Said cash deposit shall be invested by Lessor and any interest earned shall be paid annually to Lessee.

3.5 Rental payments shall be made to the order of the City of Grand Rapids and mailed or delivered to: **City Finance Director, 420 N. Pokegama Avenue, Grand Rapids, MN 55744.**

3.6 Lessee shall timely pay when due any personal property or real property tax on the leasehold estate.

ARTICLE 4 - IMPROVEMENTS

4.1 In taking possession of the leased premises, Lessee acknowledges that same were on the date of occupancy in good, clean and tenable condition, subject only to the repairs or improvements which Lessor has agreed to make at Lessor's expense and which are set forth on Exhibit "C" attached hereto, if there are any.

4.2 Lessee agrees to make at its own expense all alterations and improvements to the leased premises except as otherwise indicated to be the obligation of Lessor under this Lease Agreement. All such improvements and alterations made by Lessee shall be undertaken only upon advance approval of Lessor, shall be made under the supervision, direction and control of Lessor's architect, shall be made in good and workmanlike manner according to the terms, conditions and requirements set by Lessor and its architect, and shall be in keeping with the historical character of the building. All alterations and improvements performed on the leased premises by Lessee shall be performed by competent contractors and subcontractors approved by Lessor, which approval shall not unreasonably be withheld. Lessee shall pay for all architectural, engineering and other services and all costs incurred by Lessor in connection with Lessee's improvement or alteration of the leased premises, including the work, if any, of Lessor's engineer, architect and other agents connected therewith. Prior to undertaking any alterations or improvements to the leased premises, Lessee shall

obtain and deliver to Lessor a valid waiver and release of mechanic's liens by each party who will furnish labor, materials or services to the lease premises.

4.3 At the expiration or termination of the term of this Lease Agreement, all improvements and alterations made to the leased premises by Lessee shall remain with the leased premises and shall be the property of Lessor. Lessee shall, at its expense, remove Lessee's goods and effects, including trade fixtures, machinery, and equipment, and quit and deliver up the leased premises to Lessor, peaceably and quietly in as good order and condition as same were in on the original date of occupancy, reasonable wear and tear excepted. Any property left in the leased premises at the expiration or termination of this term of this lease shall be deemed to have been abandoned and shall become the property of Lessor to be disposed of as Lessor deems expedient, with all costs of cleanup and disposal of goods abandoned at the leased premises to be paid by Lessee. Lessee shall not permit any mechanic's or materialmen's liens to stand against the leased premises or against the Central School and Lessor may require appropriate assurances by way of bond, deposit or other reasonable procedure to protect against such liens and may, should such liens arise out of Lessee's acts hereunder, pay and discharge same and such amounts shall become due and payable to Lessor from Lessee with interest at the rate of eight percent (8%), or such greater amount as shall then be permitted by law, per annum.

ARTICLE 5 - MAINTENANCE, REPAIRS

5.1 Lessee shall at all times be responsible for maintaining at its own expense the leased premises in a clean, orderly and safety condition, except as hereinafter provided. Lessee shall be responsible, at its own expense, to clean and maintain all trade fixtures, machinery and equipment furnished by Lessee within the leased premises. Lessee shall be responsible to deposit normal office waste and rubbish at a location at the Central School as designated by Lessor.

5.2 Lessee shall be responsible to perform all repairs the need for which is caused by Lessee's use of the premises except that Lessor shall be responsible to perform major repairs of a structural nature. Lessor shall be responsible to arrange for removal of waste and rubbish from the

location designated as the deposit location for lessees. All costs incurred by Lessor pursuant to the obligations of this Paragraph shall be included within "operating costs".

5.3 Lessor shall provide custodian services for the common areas of Central School. Costs incurred by Lessor in providing such custodian services shall be included within "operating costs".

ARTICLE 6 - UTILITIES

6.1 Lessor shall furnish such heat, water, sewer, electricity, elevator services, central air conditioning and garbage removal in and about the leased premises as shall be necessary, in Lessor's judgment, for comfortable occupancy of the leased premises, under normal business conditions. Lessor's obligation to provide electricity to the leased premises shall include only electricity for standard building lighting and office use. Any electricity supplied to the leased premises for extraordinary purposes, such as kitchen equipment, refrigeration equipment and air conditioning units, shall be paid by the Lessee upon Lessor's billing of same.

It is understood and agreed that Lessee shall be responsible to pay to Lessor, as additional rent, the cost of separately-metered-electricity supplied to the leased premises. Lessee shall also be responsible for the construction of insulation of a separate electrical meter when required.

6.2 Lessee shall conserve heat, water and electricity and shall not neglect or misuse water, fixtures, electrical lights, or other equipment or facilities furnished in conjunction with Lessor's provisions of utilities pursuant to this Article.

6.3 In the event energy use restrictions are established by Federal or State authorities or that an energy supply emergency is declared by Federal or State authorities, Lessor may reduce the quantity or quality of any utilities or other services to be provided under this Article as may be necessary to comply with directives and regulations promulgated by said authorities.

6.4 Lessor shall be responsible to provide light, heat and other utility services to the common areas of the Central School as, in Lessor's discretion, is appropriate. The cost of providing such heat, lighting and other utilities shall be included within "operating costs".

ARTICLE 7 - BUILDING USE, REGULATIONS, SECURITY

7.1 Lessee shall use the leased premises only for the purpose of purposes generally described in Exhibit "B". Lessee shall keep the leased premises in a clean, orderly and safe condition and shall not permit any hazardous or dangerous activity thereon or any activity which will increase insurance risks or premiums on the leased premises. Lessee shall at all times comply with all statutes, ordinances, codes, and regulations of any governmental authority concerning the use and maintenance of the leased premises and the Central School. Lessee shall not overload the floors in the leased premises.

7.2 Lessee shall use the leased premises and the common areas of the Central School in accordance with such reasonable rules and regulations as may from time to time be promulgated by Lessor for the general safety, comfort and convenience of Lessor and Lessees of the Central School and their invitees and Lessee shall cause its clients, employees and invitees to abide by such rules and regulations. The Lessor will allow the Lessee to utilize up to 12 square feet of floor space in the common areas adjacent to the Lessee's business for display purposes only. Storage of equipment, recycling, or anything deemed not to be display items, is prohibited. The items placed in this space must not be affixed permanently to the floor or wall in any way. The usage of a table, shelf, or rack is acceptable. The Lessee will adhere to all fire and building access codes.

If the Lessee wishes to use more than 12 square feet of floor space, a written letter to the Lessor with the Lessee's intent is required. The Lessee cannot proceed with their plans until the Lessor has granted the request in writing.

The Lessee is required to supply the Lessor with documentation from the Lessee's insurance company that the Lessee's property is covered while in the common areas of Central School.

7.3 Lessee shall keep the leased premises open to the public during such days and hours of operation of the Central School as may from time to time be determined by Lessor.

7.4 Lessee shall be responsible for securing the leased premises by locking doors and windows providing direct access to the leased premises. Lessor covenants that other Lessees within the Central School will have similar responsibilities to those required of Lessee under this Paragraph.

7.5 Lessee shall pay to Lessor on demand for any damage done to the Central School or the leased premises, including broke glass, caused by Lessee, Lessee's agents or employees, or Lessee's invitees.

7.6 Lessee shall not conduct or permit to be conducted on the leased premises any business or permit any act which is contrary to or in violation of the laws, ordinances or regulations of any governmental unit, federal, state or local.

ARTICLE 8 - COMMON AREAS, EXTERNAL GROUNDS

8.1 Lessee's use of the common areas and external grounds of Central School shall be in compliance with rules and regulations which may be promulgated from time by Lessor.

8.2 Lessee shall place nothing in the common areas of the Central School, including displays, advertising, merchandise, or other items of any sort whatsoever, without the advance written approval of the City.

8.3 Lessee shall place no signs which will be visible outside the leased premises, including no signs which may be visible through a window and no signs which may be visible within the common areas of the Central School or from the external grounds of the Central School or beyond, without the advance written approval of Lessor. Lessor shall provide signs, of a number, style and quality as deemed appropriate in Lessor's exclusive judgment, to be placed on the external grounds of the Central School, which signs will identify the lessees within Central School. Cost incurred by Lessor in providing said signs shall be included within "operating costs". Signs within the interior common areas of Central School shall be approved in advance by Lessor and, if provided by Lessor, the expense thereof shall be included within "operating costs".

ARTICLE 9 - INSURANCE

9.1 Lessor shall maintain general liability, fire and extended coverage insurance on the Central School, including common areas and exterior grounds, and Lessor's fixtures and equipment and Lessor shall cause Lessee to be named as an additional insured. Lessee shall insure its own personal property on the premises as it sees fit. All personal property placed upon or in the leased premises or common areas or external grounds shall be at the risk of Lessee or the owner of the personal property and Lessor shall not be liable to Lessee or any other party for any damage or destruction of said personal property arising from any cause whatsoever. Lessee shall maintain at its own cost and expenses general liability insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agrees that to protect themselves as well as the City of Grand Rapids under the indemnity Contract set forth above, the Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. Cpt. 466.04, subd. 1 as may be modified from time to time by the State Legislature and Lessee shall name Lessor as an additional insured on said policy. Throughout the term of this Lease Agreement, Lessee shall provide Lessor with evidence that Lessee has obtained the insurance required by this Article and that Lessor is an additional insured under said policies of insurance. All costs incurred by Lessor in maintaining insurance coverage pursuant to this Article shall be included within "operating costs".

9.2 Notwithstanding anything in this Lease Agreement to the contrary, Lessor shall not be liable to Lessee and Lessee shall not be liable to Lessor for any damage to or destruction of the Central School Building by fire or other perils or for any claim or cause of action arising out of any death, injury or damage to property in, on or about the leased premises or the common areas or exterior grounds of Central School. Lessor and Lessee shall furnish to each other appropriate written consents from their respective insurers to this waiver of liability provision.

ARTICLE 10 - LESSOR ACCESS

10.1 Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspection, cleaning, repairing, altering or improving the premises, or to exhibit the premises to prospective tenants. Lessor's reserved rights hereunder shall include, without limitation, free, unhampered and unobstructed access to the airways,

equipment ducts, stairways, access panels and all utilities and services to the Central School. There shall be no diminution of rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury to business caused by Lessor's reasonable exercise of rights reserved by Lessor in this Article.

ARTICLE 11 - FIRE OR OTHER CASUALTY: CONDEMNATION

11.1 If during the term of this Lease the leased premises shall be damaged or destroyed by fire or other casualties so that the premises shall thereby be rendered unfit for use or occupation, Lessor shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until such premises have been duly repaired and restored the rent herein reserved, or a just and proportionate part thereof according to the nature and extent of the injury which has been sustained shall be abated, or (b) Lessor may terminate this lease and end the term hereof, and in case of such termination and cancellation the rent shall be paid to the date of such fire or other casualty and all other further obligations on the part of either party hereto shall cease. Lessor is required to notify Lessee of whether it will repair or terminate within thirty (30) days of the date of such damage or destruction. Provided, however, that in the event the premises are not so restored within one hundred eighty (180) days after the occurrence, Lessee may, at its option, terminate this lease.

11.2 Lessee shall be entitled in any full or partial taking by eminent domain to take that portion of the net award representing payment for Lessee's leasehold interest, trade fixtures, moving expenses or business interruption. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Lessee agrees that this Lease shall control rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived. If any taking shall result in Lessee being deprived of space in excess of 5 percent of the space then leased to Lessee, Lessee shall have the right on thirty (30) days advance written notice, to terminate the obligations hereunder effective as of such taking. If Lessee continues occupancy following a partial taking, rent will be adjusted on a pro-rata basis for the remainder of the lease term.

ARTICLE 12 - QUIET POSSESSION

12.1 Lessor hereby warrants and covenants that it has full authority to execute this Lease Agreement and further agrees that Lessee, upon paying rent and performing the covenants and conditions of this Lease Agreement, shall quietly have, hold and enjoy the leased premises during the term hereof.

ARTICLE 13 - NOTICE

13.1 Any notice, demand, request or other communication which may or shall be given or served by Lessor or Lessee pursuant to this Lease Agreement shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To Lessee:

Ashley Promersberger
True North Salon & Spa
10 NW 5th St., Suite 112
Grand Rapids MN 55744

To: Lessor

City Administrator
City Hall
420 N. Pokegama Avenue
Grand Rapids, MN 55744

ARTICLE 14 - ASSIGNMENT, SUBLETTING

14.1 Lessee agrees that neither the leased premises nor any part thereof shall be sublet nor shall this Lease Agreement be assigned by Lessee without prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor does give consent, such consent shall not release Lessee from its obligation hereunder, unless a release is specifically given by Lessor.

ARTICLE 15 - NO PARTNERSHIP

15.1 Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

ARTICLE 16 - DEFAULT BY LESSEE

16.1 Lessor and Lessee agree that this Lease Agreement is made upon the condition that if the Lessee shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this Lease Agreement which are to be kept, observed or performed by Lessee, so as to be in default, or if the leasehold interest of Lessee shall be taken by execution or other legal process of law, or if Lessee shall petition to be or be declared to be bankrupt or insolvent according to law, or if Lessee shall vacate said premises or abandon the same for a period of 45 days during the term of this Lease Agreement, then and in any of said cases the Lessor may, at its option, immediately or at any time thereafter without further notice or demand, enter into and upon the leased premises, or any part thereof, in the name of the whole, and take absolute possession of the same without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by Lessee for the full term of this Lease Agreement, and may, at Lessor's election, lease or sublet the leased premises, or any part thereof, on such terms and conditions and for such rents and for such time as the Lessor may elect, and after crediting the rent actually collected by Lessor from such reletting, collect the balance of rent owed pursuant to this Lease Agreement from Lessee, charging Lessee such reasonable expenses as the Lessor may expand in putting the premises in tenable condition and collecting said rentals from Lessee, including reasonable attorney's fees.

Alternatively, Lessor may at its election and upon written notice to Lessee declare this Lease Agreement forfeited and void under the condition set forth above, and Lessor may re-enter and take full and absolute possession of said premises as the owner thereof, free from any right or claim of Lessee or any person or persons claiming through or under Lessee, and such election and re-entry shall be and constitute an absolute bar to any right to enter by Lessee. The commencement by Lessor of any action to recover possession of the leased premises or any part thereof shall not be deemed an election by Lessor to treat this Lease Agreement as void and terminated, without the written notice above specified. In the event of termination or re-entry by Lessor for default by Lessee, Lessor shall make every reasonable effort to re-rent, lease or sublet the premises. Lessor, at its option, may make such alterations, repairs, replacements and/or decorations to the leased premises as Lessor, in its sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the

making of such alterations, repairs, replacements and/or decorations shall not operate to be construed to release Lessee for liability hereunder as aforesaid.

ARTICLE 17 - DEFAULT BY LESSOR, LESSEE

17.1 Lessor shall not be deemed to be in default under this Lease Agreement until Lessee shall have given Lessor written notice specifying the nature of the default and Lessor shall have not cured such default within ten (10) days after receipt of such notice, or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

17.2 Except with respect to the payment of rent, for which no notice of default shall be necessary, Lessee shall not be deemed to be in default under this Lease Agreement until Lessor shall have given Lessee written notice specifying the nature of default and Lessee shall have not cured such default within ten (10) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

ARTICLE 18 - WAIVER, MODIFICATION, ENTIRE AGREEMENT

18.1 No waiver of any condition, covenant, right of option of this Lease Agreement by the Lessor shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement.

18.2 No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties hereto in the same manner as the execution of this Lease Agreement. The City Council shall consider the recommendation of the City Administrator in determining whether to approve any amendment or modification of this Lease Agreement.

18.3 Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the Central School except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Lessee except as herein expressly set forth.

ARTICLE 19 - WINDOW TREATMENT

19.1 Lessee, at its expense, may install shades, drapes or window coverings and, if installed, Lessee shall maintain said window coverings in an attractive and safe condition, provided however, in the sole judgment of Lessor said window coverings are in harmony with the exterior and interior appearance of Central School and will create no safety or fire hazard.

ARTICLE 20 - PARKING

20.1 Lessor has established public parking facilities on the grounds of Central School. Lessee warrants that it will enforce regulations providing that its employees will not park their private vehicles in said public parking area during time when said employees are working at the leased premises (except on a short-term basis for emergencies or for deliveries).

DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap, or disability, familial status or recipients of public assistance; and shall comply with all nondiscrimination requirements of Federal, State and local law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written above.

LESSOR:

Mayor

City Clerk

Date: _____

LESSEE:

BY: _____

BY: _____

Its _____

Date: _____

Exhibit A – Location in the Building

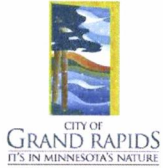
The True North Salon and Spa is located on the First Floor in Suite 112, consisting of 831 square feet.

Exhibit B – Use of Space

The True North Salon and Spa is a beauty salon.

Exhibit C – Improvements

- Refinished Floors
- Air Exchange System Upgrades



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0349 **Version:** 1 **Name:** CP 2011-2 / Crystal Lake Blvd - Order Ad for Bid
Type: Agenda Item **Status:** Consent Agenda
File created: 3/18/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.
Sponsors:
Indexes:
Code sections:
Attachments: [3-24-14 Resolution CP 2011-2 Ordering Advertisement.pdf](#)

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

Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

Background Information:

Plans and specifications are complete and ready for advertising for bids on CP 2011-2, the Crystal Lake Boulevard Reconstruction project. The attached resolution moves the project forward.

Staff Recommendation:

City staff recommends adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

Requested City Council Action

Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project.

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

RESOLUTION NO. 14-__

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND
ORDER ADVERTISEMENT FOR BIDS FOR
CRYSTAL LAKE BOULEVARD RECONSTRUCTION
PROJECT 2011-2**

WHEREAS, Resolution 14-_____, ordered in the project and directed the preparations of plans and specifications for CP 2011-2, the Crystal Lake Boulevard Reconstruction Project, and

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

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:00 a.m., on Tuesday, April 22, 2014, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at the regular meeting of the Council at 5:00 p.m., Monday, April 28, 2014, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

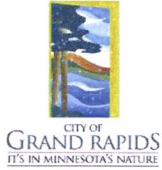
Adopted by the Council this 24th day of March, 2014.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted against same: _____; whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0165 **Version:** 2 **Name:** Parks and Trails Update
Type: Agenda Item **Status:** Consent Agenda
File created: 1/22/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Adopt an updated City Parks and Trails Plan
Sponsors:
Indexes:
Code sections:
Attachments: [Grand Rapids Park Plan 2014 FINAL revised](#)

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

Adopt an updated City Parks and Trails Plan

Background Information:

Over the past several months staff has worked with Applied Insights North to update our City's Parks and Trails Plan. During the process we held three public meetings to gather input from area residents about our current facilities as well as how we should plan for the future. This document will serve as an important guide moving forward. A copy of the plan is attached for your review. The plan has been reviewed and approved by the Parks and Recreation Advisory Board and the Planning Commission.

Staff Recommendation:

Adopt the updated City Parks and Trails Plan.

Requested City Council Action

Consider adopting the updated City Parks and Trails Plan.

*Grand Rapids, Minnesota
Parks and Trails Master Plan*



Grand Rapids, Minnesota
Parks and Trails Master Plan

Approved: March 2014

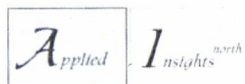
Mayor / City Council

Dale Adams, Mayor
Joe Chandler
Dale Christy
Barb Sanderson
Ed Zabinski

Civic Center/Park & Recreation Board

Lilah Crowe
Malanie DeBay
Tina Glorvigan
Brad Hyduke
Justin Lamma
Peter Miskovich
Steve Olcheiser
Barb Sanderson
Kimberly Smith

Prepared with assistance by



John W. Powers, Principal
181 Farley Lane
Duluth MN 55803
218.724.2332

Funding provided by:

Statewide Health Improvement Program via Get Fit Itasca, City of Grand Rapids

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Celebrating new Maplewood Park play equipment.

Photos courtesy of City of Grand Rapids.

Community Guidance

In 2011 Grand Rapids adopted a new comprehensive plan. One recommendation of that document was to update the park and trails plan that had been prepared in 2001. This document is that revised and updated plan.

This plan was prepared by the Civic Center / Parks and Recreation Board with assistance from the consulting firm of Applied Insights^{north}. Vital input was provided through two public sessions in which residents were highly engaged in the process of identifying issues, needs and opportunities. A third public meeting provided the opportunity for a thorough critique of a draft version of the plan. The Park Board then revised the plan and recommended it to the City Council for adoption.

This plan addresses community parks (ex: Blandin Beach), neighborhood parks (ex: Grussendorf) and trails owned and operated by the City. It references non-city owned facilities such as elementary schools that provide key recreational facilities used by city residents. The plan does not address the Pokegama Golf Course, the IRA Civic Center, or undeveloped open space.

City Comprehensive Plan: 2011

Grand Rapids' comprehensive plan¹ provides the overarching guidance for the parks and trails plan.

Vision Statement

“Grand Rapids is a unique blend of small town hospitality and character with big city conveniences and opportunities. Grand Rapids offers an excellent quality of life to residents of the region with outstanding educational opportunities, excellent medical care, exceptional cultural, natural, and educational amenities, and an unequalled sense of community spirit. Grand Rapids provides all residents safe, friendly, affordable housing and inclusive neighborhoods that retain and enhance nature in the City. Residents and visitors can move around the City with equal ease by car, bicycle, walking or other mode of transportation. Grand Rapids welcomes and supports a diverse mix of thriving businesses and industry that provide quality jobs, promising careers, and economic vitality. Grand Rapids is a welcoming gateway to Minnesota's Northwoods tourism.”

Community Values

“Community values are the fundamental principles and beliefs that guide a community-driven process toward the realization of the community's vision statement. Community values describe the enduring beliefs about what is right, good and desirable and provide the foundation for making Grand Rapids a

¹ Grand Rapids Comprehensive Plan, July 2011.

positive place to live.” The following statements from the comprehensive plan are ones that most apply to the role of recreation in the community.

Cultural and Recreational Opportunities

We value the availability and quality of artistic, cultural, and recreational opportunities. Cultural and recreational opportunities contribute to our quality of life, define Grand Rapids as a regional creative destination, and enhance our City’s role as a center of state tourism.

Healthy Living

Providing opportunities for healthy living is a core value. Creating healthy living opportunities requires careful management of our built environment (housing, roads, other infrastructure), our natural systems (recreation, natural resources), and other local amenities (economic systems, education, local food systems, health care).

Accessible Movement

We understand and support the need for residents and visitors to move around our City with equal ease by car, bicycle, or on foot. Street design should accommodate all modes of transportation and public transportation provides mobility to those without cars.

Sustainable Natural Infrastructure

Our natural environment and natural resources are a defining and valued characteristic of our community. People, economy, and natural systems are connected in all aspects of daily life. Development should enhance natural systems, and sustainable natural systems should promote a sustainable economic base.

Guiding Principles

“Guiding principles reflect the community vision and values by setting standards that can guide the development of the Comprehensive Plan. The principles demonstrate how distinct values frequently overlap and create complex decisions from seemingly straightforward values. Additionally, the guiding principles can be carried beyond the plan to provide guidance to decision-makers in implementing the plan.” All eight principles listed in the plan have some importance to recreational facilities but the following two have the most direct applicability.

Sustain Grand Rapids’ neighborhoods:

The City’s neighborhoods and the social networks that connect neighborhood residents require conscious attention and support. Integrate housing with other land uses, design appropriate transportation infrastructure, protect community character in public and private development decisions, enhance natural systems and create connected green space.

Enhance Grand Rapids’ regional role:

The City is the commercial and service center for the surrounding region, serving surrounding communities and rural areas, and in turn is supported by them. Investments in regional infrastructure such as information technologies and both commercial and recreational regional

transportation are critical, as is intergovernmental coordination, to sustain the City's regional benefits.

Land Use Goals and Objectives.

Finally, two land use goals and their associated objectives offer firm guidance for the city's system of parks and trails/

Goal 6: Balance open space and environmental preservation with the Grand Rapids' development needs.

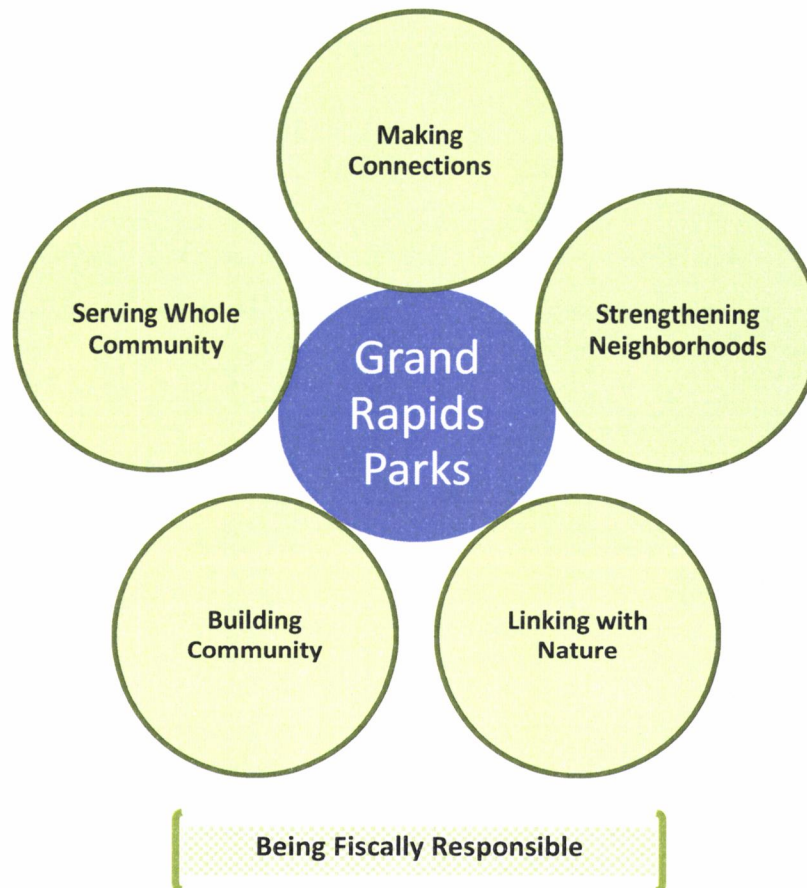
- a. Protect and preserve existing open space and natural systems and encourage expanded access of urban and rural open spaces.
- b. Provide sufficient opportunities for public use activities within Grand Rapids.

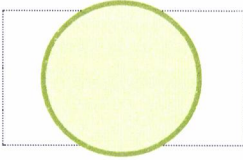
Goal 7: Provide physical accessibility throughout Grand Rapids.

- a. Encourage the development of pedestrian and bicycle pathways that link the community together in a cohesive manner, in addition to providing motorized vehicle access.
- b. Connect rural residential and suburban land uses to the urban form.
- c. Encourage the provision of access to residents and visitors with disabilities.
- d. Integrate the Complete Streets study results into the Comprehensive Plan.
- e. Connect businesses with surrounding land uses to increase access.

Strategic Direction

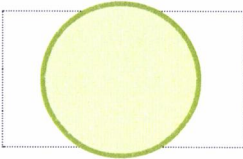
Within the framework of its comprehensive plan Grand Rapids structures a system of parks and trails strategically directed by five essential concepts and implemented with the guidance of a sixth. The graphic below illustrates these concepts.





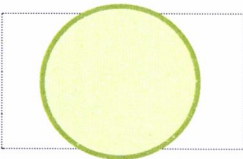
Strengthening Neighborhoods

- ▷ Create identifying focal point.
 - ▷ Establish neighborhood unity.
 - ▷ Be safely and easily accessible.
-



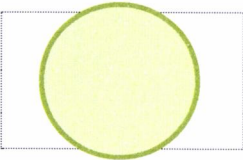
Serving the Whole Community

- ▷ Serve people of all ages and all abilities.
 - ▷ Support organized sports.
 - ▷ Provide opportunities for life-long fitness.
 - ▷ Encourage family-based recreation.
-



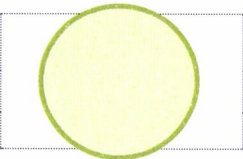
Making Connections

- ▷ Connect neighborhoods and amenities safely to one another.
 - ▷ Establish direct links to surrounding communities and regional systems.
 - ▷ Serve visitors to the community.
-



Building Community

- ▷ Provide space for events and supporting administrative system.
 - ▷ Offer flexible space for performances that bring community together.
 - ▷ Establish partnerships to support facilities and activities.
-



Linking with Nature

- ▷ Sustain accessibility to diverse forest and open space lands.
 - ▷ Ensure access to high quality water resources.
 - ▷ Provide and sustain diverse mix of habitat.
-



Being Fiscally Responsible

- ▷ Satisfy needs before wants.
 - ▷ Consider maintenance effort and cost over time.
 - ▷ Do not sacrifice sustenance of existing to development of new.
 - ▷ Establish mutually beneficial partnerships to finance help facilities and activities.
 - ▷ Seek solutions that address multiple issues.
-

Facility Assessment

In general, Grand Rapids' parks and trails are in good shape. This chapter provides a summary review of each facility's condition in terms of several key indicators. Details on each facility are in Appendix A.

Community Parks

These are facilities that primarily serve the entire community and even the surrounding region.

Table 1. Condition Assessment of Recreation Facilities in Grand Rapids that are Primarily Community Parks

Facility	Owner	Est. Size (ac.)	ADA Accessibility	Equipment Replacement	Fall Zone / Resilient Surface	Safety	Landscaping	Other	Comments
American Legion Memorial Park	GR	106.60	✓						
Blandin Beach	GR	2.80	✓						
Blandin Garden	Private	0.75							✘
Central School Square	GR	2.05							
Cody Siem Skateboard Park	GR	0.25							
Crystal Lake Landing & Walkway	County	0.03				✓			✘
Crystal Lake Pier	GR	--							✘
Forest Lake Pier	GR	--							
Grand Rapids Sports Complex	GR	32.45							
Hale Lake Landing	GR	0.50							
Izaak Walton Park	Private	1.00							✘

Table 1. Condition Assessment of Recreation Facilities in Grand Rapids that are Primarily Community Parks

Facility	Owner	Est. Size (ac.)	ADA Accessibility	Equipment Replacement	Fall Zone / Resilient Surface	Safety	Landscaping	Other	Comments
McKinney Lake Landing	GR	1.80							✘
Newton Sliding Hill	GR	2.40							
Pokegama Beach	GR	0.50							
Ryan Flood Park	GR	0.30							
Showboat Landing	GR	10.70							✘
Steamboat Landing	GR	0.60							
Sylvan Lake Landing	GR	1.00							
Veterans Memorial Park	GR	38.00							

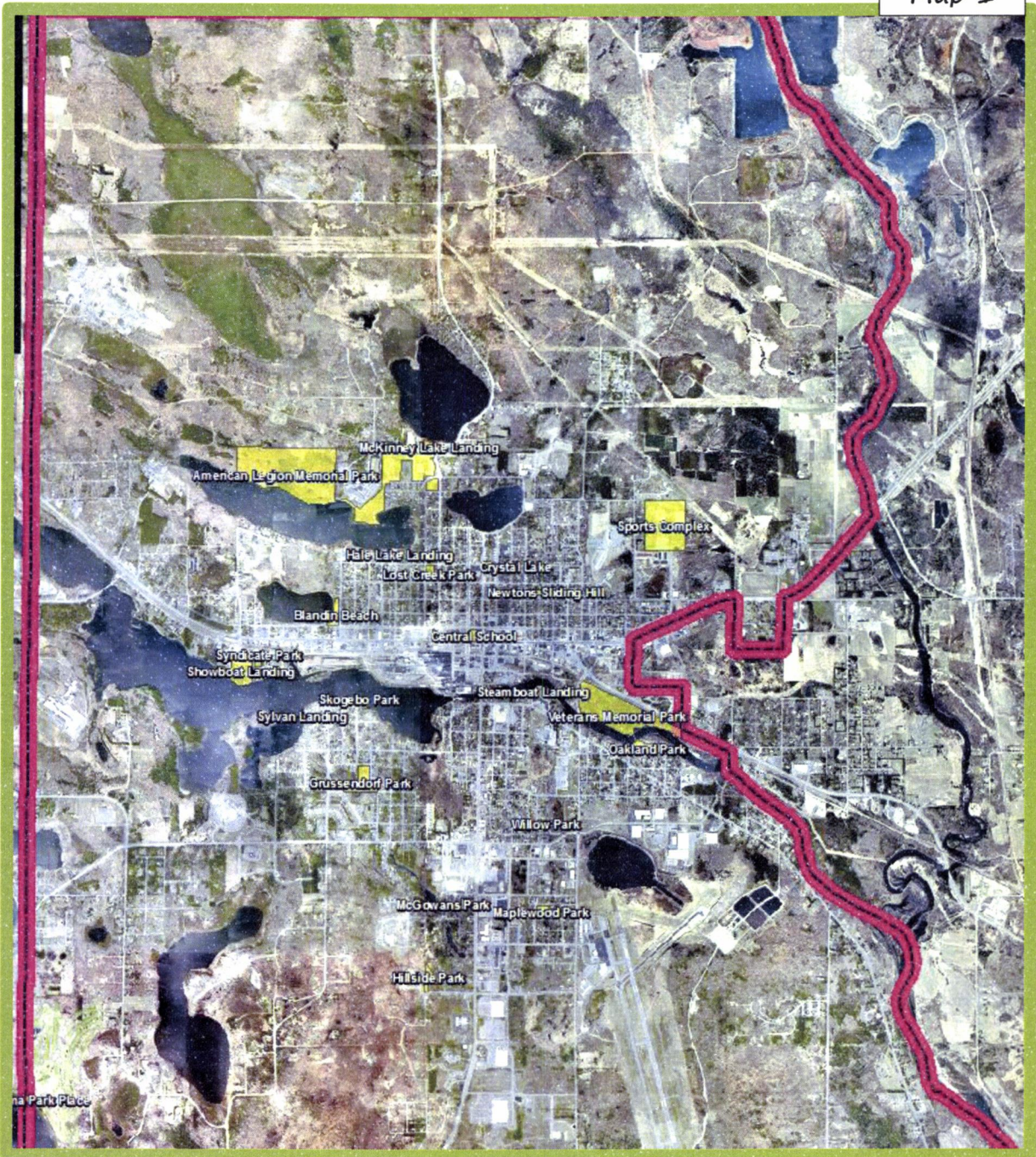
✓ = Minor issue; ✓✓ = Major issue; ✘ = See comments.

Comments:

- Blandin Garden is owned and maintained by UPM-Blandin Paper Company but is open to the general public.
- Crystal Lake Landing: This is a carry-in only landing but is essentially undeveloped lacking parking and proper site delineation.
- Crystal Lake Pier: There are complaints about inappropriate use of the fishing pier for swimming. The issue may be there is a need for a designated swimming area on the lake.
- Izaak Walton Park: Like Sylvan Lake Landing this facility, which is owned by UPM-Blandin, provides access to the stretch of river from the Mill Pond to the Pokegama Dam. This site, though, is better suited for use by visitors to the area due to its more direct access from highways.
- McKinney Lake Landing is a carry-in access only to minimize transport of invasive aquatic plant species.
- Showboat Landing: Along with Syndicate Park this site could be lost to near-future expansion by UPM-Blandin Paper Company.

Existing City Parks

Map 1



Neighborhood Parks

These are parks that primarily provide recreational facilities for use by residents of the immediate neighborhood.

Facility	Owner	Est. Size (ac.)	ADA Accessibility	Equipment Replacement	Fall Zone / Resilient Surface	Safety	Landscaping	Other	Comments
Crystal Lake Park	GR	1.20							✘
Grussendorf Park	GR	8.75	✓	✓					
Lost Creek Park	GR	1.90							
Maplewood Park	GR	2.30	✓						
McGowan Park	GR	1.00	✓✓	✓✓	✓	✓			
Oakland Park	GR	6.30	✓	✓					
Syndicate Park	GR	1.00							✘
Willow Park	GR	1.50	✓	✓✓	✓				
Forest Lake Elementary School	ISD 318	2.50	✓	✓					
Murphy Elementary School	ISD 318	2.00	✓	✓	✓				
RJE Middle School	ISD 318	6.65							
Southwest Elementary School	ISD 318	2.00	✓		✓				

✓ = Minor issue; ✓✓ = Major issue; ✘ = See comments.

Comments:

- Crystal Lake Park has been adopted by the Rotary Club; possible improvements to this new site include a pavilion and toddler play area.
- Syndicate Park: Along with Showboat Landing this site could be lost to near-future expansion by UPM-Blandin Paper Company.

Trails

Grand Rapids has an extensive system of trails including designated routes along city streets and sidewalks. Table 3 shows only the separately developed trails. Map on page 18 shows current and proposed trails.

Trail	Owner	Use	Length (mi.)	Trail Type			Features				
				Separate Trail	Street	Sidewalk	Paved Surface	Trailhead/Parking	Resting Places	Lighting	Other
Horseshoe / Isleview	GR	Walk/bike	3.5	✗	✗	✗	✗		✗	✗	
River Walk	GR	Walk/bike	1.0	✗	✗		✗		✗	✗	
Sylvan Point	GR	Walk/bike	2.0	✗			✗	✗	✗		
Through-town ATV	GR	ATV	3.0		✗						
Through-town Snowmobile	GR	Snow-mobile	4.0	✗	✗	✗					
Trails located within parks											
American Legion Park: ski / hiking	GR	Hike/ski	3.6	✗							
American Legion Park: mountain bike	GR	Bike	6.0	✗							

Parks & Trails System

This chapter identifies the facilities, existing and proposed, that are to comprise Grand Rapids' park and trail system. As appropriate, a general statement of proposed actions, outside of routine maintenance, is presented for each facility.

Community Parks

Community Facility	Action
American Legion Memorial Park	Retain and maintain as is. See Trails section for additional actions.
Blandin Beach	Remove existing beach house / build washroom building / construct pavilion to house events and act as performance venue / additional shade trees / upgrade boat access.
Blandin Garden	Privately owned / no City action required.
Central School Square	Promote as green space and space for events.
Cody Siem Skateboard Park	Retain as is.
Crystal Lake Landing & Walkway	Depending upon option selected for realigning roadway, expand boat loading/unloading space, provide more parking, upgrade walkway.
Crystal Lake Pier	Seek to upgrade pending action on fair grounds and road realignment / could include development of small park
Dog Park / Community Garden	Construct new facility on city-owned land near industrial park / incorporate the existing community garden as integral part of park / water supply / fencing / shade trees / parking / benches / integrate new industrial park area ski/walking trail / establish partnerships with organizations and businesses to develop and maintain
Forest Lake Pier	Retain as is.
Grand Rapids Sports Complex	Construct additional football / soccer / lacrosse fields as demand warrants.
Hale Lake Landing	Retain as is.
Hillside Park	Promote as undeveloped open space.

Community Facility	Action
Izaak Walton Park	Privately owned / Work with MnDNR and Minnesota Power to seek upgrade of facility including dock, enhanced ramp, and improved parking. Determine feasibility of establishing tent camping here.
McKinney Lake Landing	Improve parking and access road.
Murhunt Park	Promote as undeveloped open space.
Newton Sliding Hill	Retain as is.
Outdoor Community Skating Rink	Construct new outdoor pleasure skating rink as community gathering point / initially to be located on Kremer's site it can be relocated as may be required to another central, high visibility site.
Pokegama Beach	Better promotion and signage / enforcement of parking-for-beach users only / construct play structure.
Riverfront Park	Designate park and construct planned features including amphitheater, riverfront plaza with splash pad, sculpture garden, landscaping, naturalized vegetation along shore, and picnic pavilion*
Ryan Flood Park	Retain as is.
Showboat Landing	No further investment to be made as this site is anticipated to be sold to UPM-Blandin.
Skogebo Park	Retain as is.
Steamboat Landing	Retain as is.
Sylvan Lake Landing	Provide permanent or portable bathrooms.
Veterans Memorial Park	Update the play structure at east end.

*For complete description of this new park see "Riverfront Framework Plan Updated 2009", prepared by JJR for Grand Rapids Economic Development Authority.

Riverfront Park

Environmental Sculpture

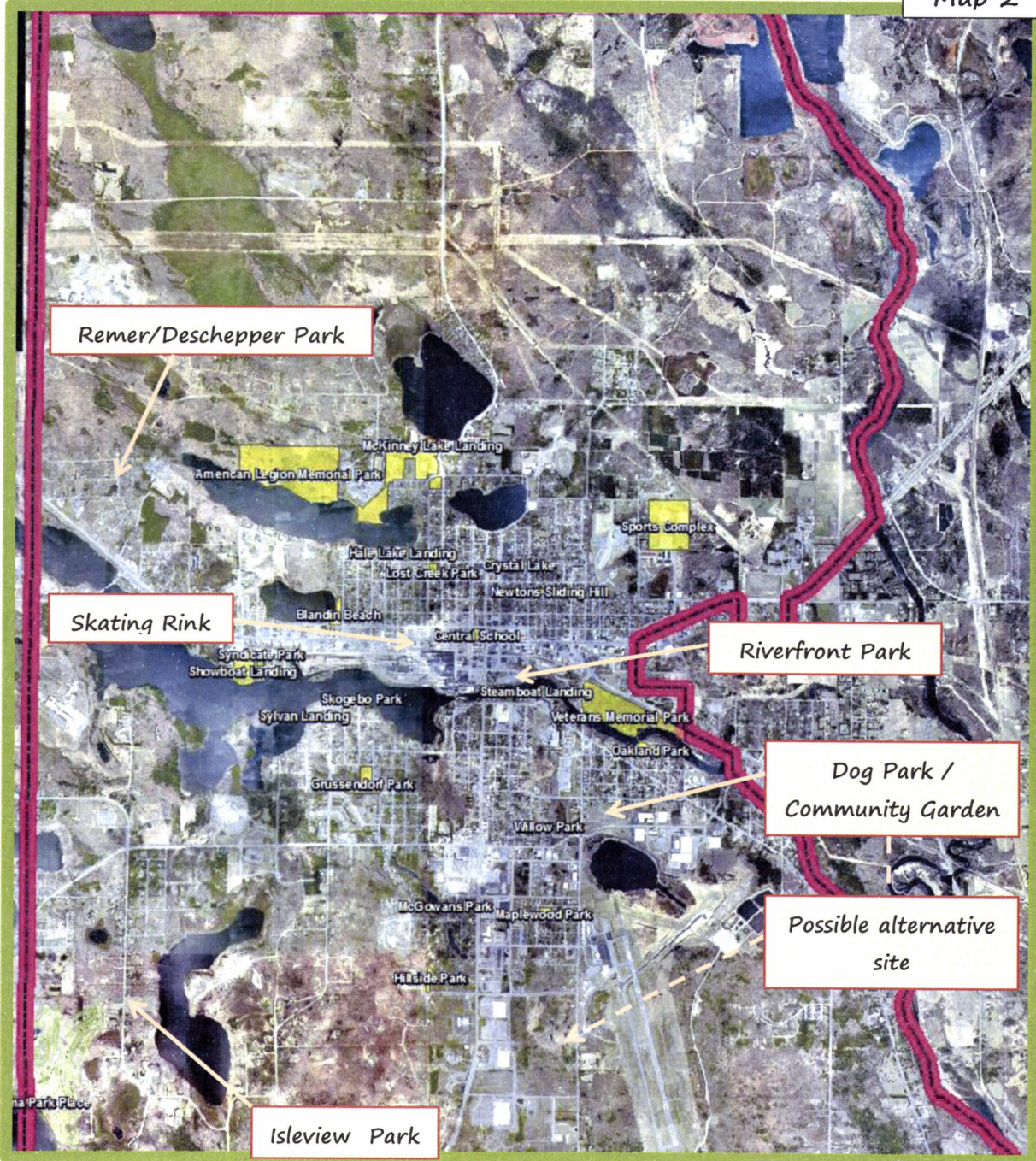
An idea for a type of sculpture that could be installed at the Riverfront Park Sculpture Garden would be structures that incorporate gauges and features that report real-time monitoring of the Mississippi River. Items monitored could include flow rate and volume, temperature, and pH.

RiverPlace Replacement

The former RiverPlace facility provided play equipment for multiple ages and fostered family-oriented recreation. The city will undertake a planning process to identify the exact need for a replacement, type of structure and associated amenities, evaluation of possible locations, and identification of partners to assist with development and maintenance.

City Parks: Existing & Proposed

Map 2



Blandin Beach



Reposition as the premier community parks facility for outdoor events and performances as well as a superb swimming beach.

Demolish beach house and replace with smaller bathroom structure.

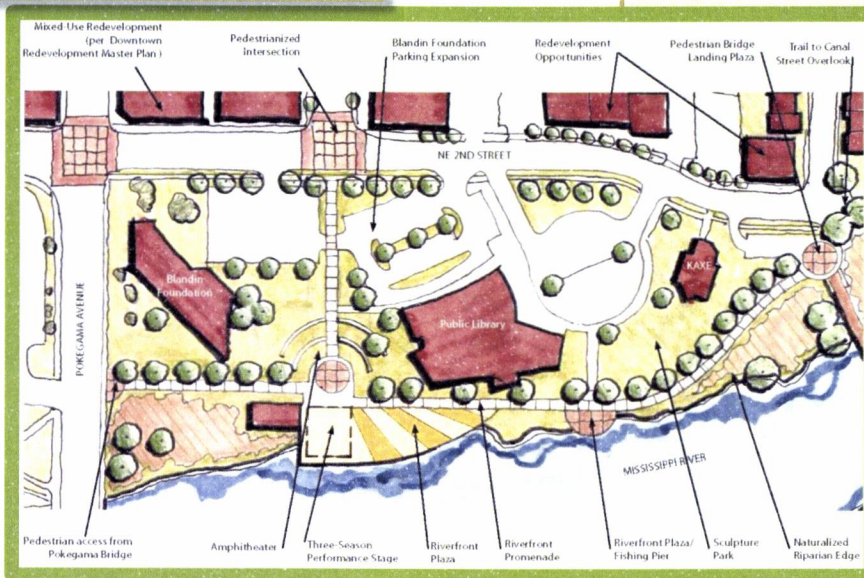
Construct large, dual-purpose pavilion to serve as event facility and performance site.

Upgrade landing.

Plant more shade trees.

Riverfront Park

Fulfill vision of this park as city's signature feature unifying the riverfront and providing passive and active use areas along its full extent on both sides of river.



Augment 2009 framework plan with:

Splash pad at Plaza.

Large scale play pieces (e.g. chess set) at Plaza.

Neighborhood Parks

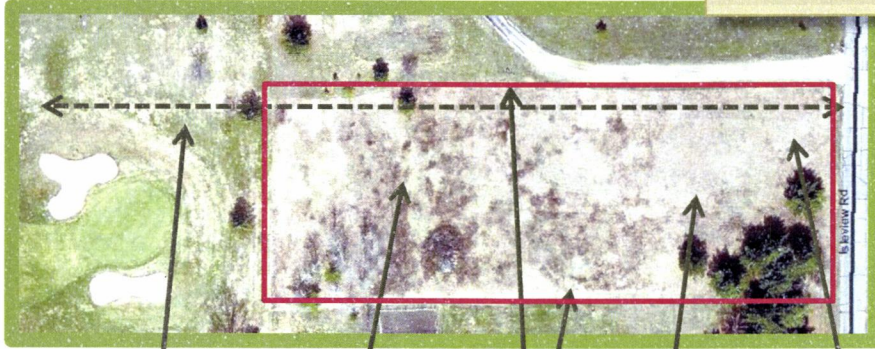
Neighborhood Facility	Action
Crystal Lake Park	Work with Adopt-a-Park sponsor to provide additional play equipment, repair turf, and use vegetation to define boundaries with adjacent homes.
Grussendorf Park	Upgrade play equipment and fall space surface.
Isleview Road Park	Conduct neighborhood meeting regarding potential park and if recommended to development then: acquire property / establish new park with play equipment, open field area, parking, benches, shade trees and access to trail system.
Lost Creek Park	Retain as is.
Maplewood Park	Retain as is / continue to work with Adopt-a-Park sponsor on future enhancements.
McGowan Park	Replace play equipment.
Oakland Park	Add play equipment for older children.
Remer / Deschepper Park	Conduct neighborhood meeting regarding potential park and if recommended to development then: acquire property / establish open play area, benches, picnic tables, play equipment, sign.
Syndicate Park	No further investment outside of routine maintenance to be made as this site is anticipated to be sold to UPM-Blandin.
Willow Park	Replace play equipment / integrate city-owned parcel on south side as part of the park.*
Forest Lake Elementary School	School district owned – retain city-owned rink and warming house / work with district to retain outdoor play area and equipment.
Murphy Elementary School	School district owned – retain city-owned rink and warming house / work with district to retain outdoor play area and equipment.
RJE Middle School	School district owned. No city action.
Southwest Elementary School	School district owned. No city action.

*Note: City will also work with YMCA to enhance use of that facility's outdoor play area as a general play space for neighborhood children.

New Park Names

The labels used for new parks and trails in this report are temporary placeholders for the actual names, which will be determined at the time the parks are designated using the city's existing procedure that utilizes neighborhood and community input.

Isleview Park



Provide neighborhood facility in the large and growing southwest portion of the city.

Trail connections ■ Open play field ■ Buffers ■ Play equipment ■ Parking and signage

Remer/Deschepper Park



Provide neighborhood facility in the underserved northwest portion of the city.

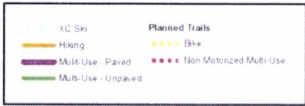
Signage
Play equipment
Open play field

Non-Motorized Trails

Trail	Action
Cohasset Connector	Construct pedestrian / bicycle trail connecting Sylvan Point trailhead to Cohasset's CR 76 trail leading to Tioga Beach and Portage Park.
All Existing Bicycle/Walking Trails	Retain as is.
Fairgrounds-Downtown Connector	Designate bicycle route from Mesabi Trail at Fairgrounds into the downtown area.
Fairgrounds Loop Trail	Establish pedestrian / bicycle loop trail by providing a short link from Mesabi Trail to old CR A.
Highway 2 West	Designate safe bicycle route leading west out of city to Skallman Bridge crossing.
Horseshoe / Isleview	Retain as is.
Mississippi River Crossing	Construct pedestrian / bicycling bridge across river between Pokegama Avenue and Horn bridges as part of Riverfront Park framework plan.
Northwestern Neighborhood	Construct pedestrian / bicycle trail connecting far northwestern neighborhood area to Blandin Beach and city core – this may occur via the Elida Drive project.
Pokegama Lake Connector	Work with Harris Township to establish pedestrian / bicycle trail connecting Horseshoe/Isleview trail to Pokegama Lake Causeway.
River Walk	Establish adult fitness course along this trail or at another site.
Sylvan Point	Retain as is.
Western River Crossing	Explore possible routes for a snowmobile trail crossing the Mississippi River on western side of town.
Trails located within parks	
American Legion Park: ski / hiking	Provide portable bathrooms at trailhead.
American Legion Park: mountain bike	Provide portable bathrooms at trailhead.

- Provide signs at regional trail entry points into the city that welcome users to Grand Rapids, generally describe amenities available within the city, and provide directions regarding through town trails and access to amenities.
- Add wayfinding signs for short-term but develop mobile app that provides maps, identifies local amenities and destinations, and the like.
- Specifically work with LaPrairie to establish multi-use trail connections between the two communities.
- Support designation of bicycle routes in coordination with future road improvements.

Map 3



City of Grand Rapids
Non Motorized Trails
(Excluding Biking)





Motorized Trails

Using Map 5, Motorized Trails, as the basis, the City will give strong consideration to recreational vehicle traffic when new infrastructure and development occurs. Our goal is to provide adequate permanent connections to regional trail systems from and into Grand Rapids, and access by users to key service amenities within the city.

Through-town Snowmobile Trails

- Maintain existing route and improve as needed.
- Designate trail from Itasca County Fairgrounds / Taconite Trail west to connect to businesses in northwestern part of town and onto to County trail in Cohasset.
- Provide snowmobile access to Pokegama Lake that connects to trails within the city.
- Explore possible routes for a snowmobile trail crossing the Mississippi River on the western side of town.

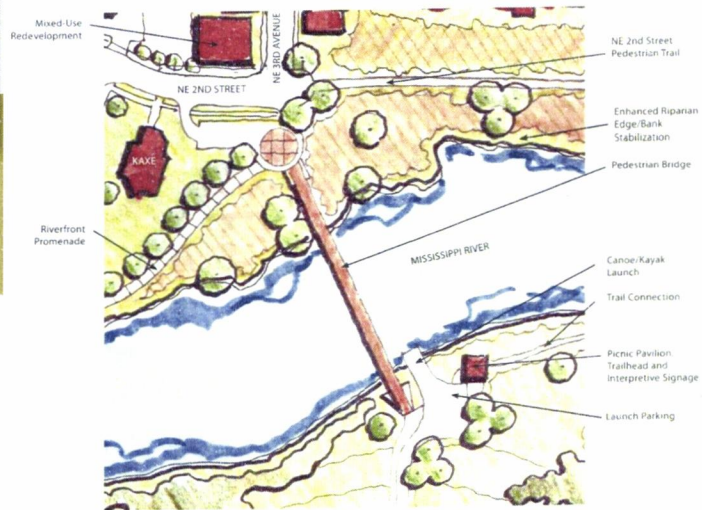
Through-town ATV Trails

- Complete striping and signing of existing route.
- Designate trail on north side of river running east-west.
- Establish trails that connect to existing trails to the east.
- Provide ATV access to Cohasset trails along CR 76/63 corridor.
- Evaluate designation of an ATV 'scramble' park within or readily accessible to Grand Rapids.



Mississippi River Bridge

Establish critically needed safe crossing over Mississippi river for pedestrians and bicyclists.

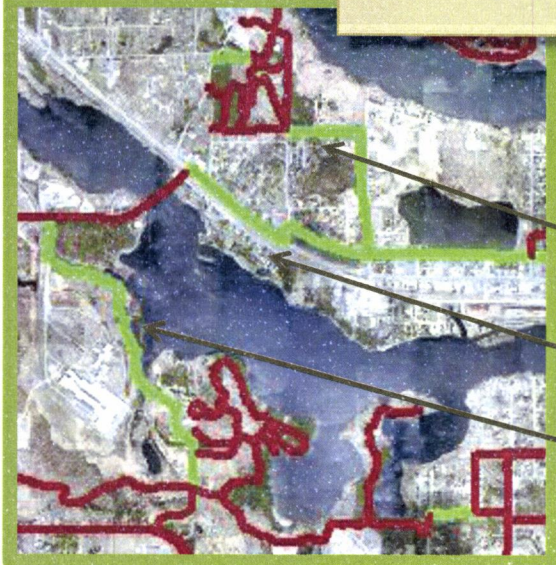


Additional connection across the river

GRAND RAPIDS RIVERFRONT FRAMEWORK PLAN
CHAPTER 3: FRAMEWORK PLAN RECOMMENDATIONS 40

New Western Trails

Provide needed trail links in the western part of the city.



Establish trail segment to link northwest neighborhood to city core.

Provide safe route west along Highway 2 corridor.

Connect to Cohasset's trails to Tioga Beach and Portage Park.

General Actions

In addition to the physical actions related to specific park and trail developments, there are several actions that encompass all facilities or address overall city policy.

a) Americans with Disability Act (ADA) Compliance

All facilities should be fully compliant with the requirements of the ADA. In particular this concerns resilient surfaces under play equipment, accessible paths leading to play and use areas, and parking.

b) Drinking Water

City should consider providing drinking water at all community parks and as feasible at major trailheads and neighborhood parks.

c) Sensory Oriented Play Equipment.

Children with Autism or Sensory Processing Disorders find challenges with socialization, communication, play and imagination. Sensory play playgrounds attract children and encourage exploration and discovery and encourage kids to engage in play, interact and learn. Such equipment could be placed at one or more parks.

d) Forest / Tree Management

Collaborate with local forestry resources to address tree growth, pruning and removal, and regeneration.

e) Partnerships

Establish a structured policy and mechanism to encouraging sponsorship of specific parks by individuals, organizations, or corporations. Sponsorship could include provision of funds for facilities and conducting community events at a sponsored facility.

Partner with local and regional trail clubs to develop, enhance and maintain trails. Specifically, continue to partner with the Mn/DOT on the Mississippi River Bicycle Trail.

f) Legacy Fund

Establish a fund, probably via the Grand Rapids Area Community Foundation, as a mechanism by which individuals, organizations and corporations could donate money to help underwrite park and trail acquisition, development and maintenance.

g) No Net Loss Policy

City Council is recommended to adopt an official policy stating that the acreage of dedicated parklands is not to decrease.

h) Winter Trail Maintenance Policy

City Council is recommended to adopt an official policy guiding decisions on which trails are to be maintained for use during the winter. The gist of the policy is to direct the Parks and Recreation Department to only maintain those trails that serve valid, probably multiple, uses or needs during the winter.

In addition, the City Council is recommended to adopt an official policy stating that designated through-town snowmobile trails will be maintained with adequate snow cover and trail profile to ensure safe travel at a desired level of quality.

i) Campgrounds

It is in the best interest of the City to not pursue city-owned and operated camping facilities but the City will provide appropriate support to others who wish to establish or enhance campgrounds within the city.

j) Parking Surfaces

The desired standard for all recreation facilities with parking is to use pervious surfaces to reduce storm- and melt-water run-off.

k) Natural Areas

In addition to designating specific parks (c.g., Murhunt and Hillside) as natural area sites, the design and maintenance of parks will adhere to pertinent goals and objectives of the Natural Infrastructure section of the city's comprehensive plan. Specific focus is given to Goal 2 to "integrate the natural infrastructure within the urban core of the city" and these objectives: "create or protect buffers along the riverfront and lakes areas; support and enhance the urban forest; and define the natural system infrastructure within future development and re-development areas". Additionally, this includes the Goal 3 objective to "support reforestation and other native ecosystem restoration in the context of climate change."

Implementation Program

This plan guides future investments in Grand Rapids' parks and trails system. Implementing the plan will take time. The following Implementation Program suggests a likely sequencing of actions although projects can move up and down in priority due to changes in funding opportunities, partnerships, and project champions. This program does not include routine maintenance or ongoing facility upgrades.

Projects have been grouped into three categories:

- “Works in Process”: These actions are already underway or in advanced planning and funding stages.
- Priority New Projects: These actions have high levels of impact, support, and likely success.
- All Other Projects: These include all the remaining projects identified in the prior chapter. These actions will take more time to evolve, secure funding, develop partnerships, or whatever else is needed to come to fruition.

A rolling five-year capital improvement program (CIP) will be developed as a separate, tactical document.

“Works in Process”		
Action	Description	Notes
Capital Improvement Program	Update Park and Recreation CIP to reflect recommendations for individual facilities as detailed in Appendix A.	2014
Through-town ATV Trail	Stripe route.	2014
5th Street Bicycle Route	Stripe route.	2014

Priority New Actions and Projects	
Action	Description
Remer/Deschepper Park	Conduct neighborhood meeting regarding potential park designation.
	Accept property.
	Prepare site design and conduct park naming process.
	Initiate site development.
Isleview Park	Conduct neighborhood meeting regarding potential park designation.
	Purchase property.
	Prepare site design and conduct park naming process.
	Initiate site development.
Dog Park / Community Garden	Establish partnerships with sponsoring entities.
	Prepare site design and conduct park naming process.
	Initiate site development.
Blandin Beach	Establish partnership(s) with sponsors for the new pavilion.
	Prepare new site layout and building designs.
	Initiate site development.
Riverfront Park	Officially designate as city park.
	Modify site plan as per Parks and Trails Master Plan.
	Initiate development of first components.
Motorized Trails	Give strong consideration to recreational vehicle traffic when new infrastructure and development occurs.



Appendix

A/ Detailed Assessment

Crystal Lake Park			
Owner	City	Size	1.20 acre
Type	Neighborhood	Location	900 Block between Pokegama and 1 st Avenues NE

Feature	Condition
Pathway / Linkage Concrete sidewalk runs through park.	Very good
Play Equipment None.	--
Amenities Green space.	Very good
Vegetation / Landscaping Lawn.	--
Lighting Street lights.	--
Other This new park is being adopted by the Rotary and likely will see several new improvements.	--

Grussendorf Park			
Owner	City	Size	8.75 acres
Type	Neighborhood	Location	8 th Avenue & 6 th Street SW
Feature			Condition
Pathway / Linkage			Good
Concrete sidewalk runs through park from parking area to play area and tennis court.			
Play Equipment			Good
Timber swing, timber play structure, sand diggers.			
Amenities			Good to very good
Tennis courts, basketball court, lighted hockey rink, warming house, chemical toilet, ball field with backstop, benches, tables, trash cans, water fountain, park sign.			
Vegetation / Landscaping			Very good
Mature pines at north end of site.			
Lighting			--
Lighted rinks and streetlights			
Other			--
Accessible route to play area is needed; add designated accessible parking space.			

Lost Creek Park			
Owner	City	Size	2.90 acres
Type	Neighborhood	Location	4 th Avenue & 8 th Street NW
Feature			Condition
Pathway / Linkage			Fair to very good
Sidewalk on west side, crushed limestone paths, accessible route to one swing and climbing structure.			
Play Equipment			Fair to good
Climbing structure, swing, spring rider, digger			
Amenities			Good to very good
Benches, trash cans, pond, site sign.			
Vegetation / Landscaping			Good
Trees and shrubs, both maturing			
Lighting			--
Streetlights.			
Other			--
Needs accessible route to play area and a designated accessible park space. Needs better division between park and adjacent residential property.			

Maplewood Park			
Owner	City	Size	2.30 acres
Type	Neighborhood	Location	5 th Avenue & 14 th Street SE
Feature		Condition	
Pathway / Linkage		--	
None.			
Play Equipment		Very Good	
New play structure.			
Amenities		Fair to very good Replace basketball surface	
Paved basketball court, bike rack, benches, picnic tables, grills, open playfield, paved parking area, site sign.			
Vegetation / Landscaping		Good	
Maple and mixed deciduous trees.			
Lighting		--	
None.			
Other			
No accessible route to play area.			

McGowan Park			
Owner	City	Size	1.00 acres
Type	Neighborhood	Location	1 st Avenue & 13 th Street SW
Feature		Condition	
Pathway / Linkage		--	
None.			
Play Equipment		Replace	
Chinning bar, merry-go-round, swing, metal climbing structure.			
Amenities		Good to very good	
Open play area, picnic table, trash can, site sign.			
Vegetation / Landscaping		Very good	
Jack pine/deciduous along south end; spruce trees along west side.			
Lighting		--	
Streetlights.			
Other		--	
No accessible equipment; no accessible route to play area; no accessible parking space.			

Oakland			
Owner	City	Size	6.30 acres
Type	Neighborhood	Location	11 th Avenue & 4 th Street SE
Feature		Condition	
Pathway / Linkage		Good to very good	
Paved path; snowmobile trail passes through park; foot/bike/snowmobile bridge spans river connecting to Veterans Park.			
Play Equipment		Replace to fair Very good (toddler equipment)	
Large tires, merry-go-round, slide, swings, tether ball post, toddler play equipment.			
Amenities		Very good	
Soccer/football/lacrosse field, softball field with backstop and baseline fences; benches; paved parking area; site sign.			
Vegetation / Landscaping		Good	
Mature white and red pines, mixed oak and maple.			
Lighting		--	
None.			
Other		--	
Eagle Scout project is located southwest of park on triangle piece of land – is landscaped with bench, table, and trail through it. Needs accessible play equipment, accessible route to play area, designated accessible parking space.			

Syndicate Park			
Owner	City	Size	1.00 acre
Type	Neighborhood	Location	16 th Avenue & 3 rd Street NW
Feature		Condition	
Pathway / Linkage		--	
None.			
Play Equipment		--	
None.			
Amenities		Good	
Open play area.			
Vegetation / Landscaping		Good	
Fir trees scattered on site.			
Lighting		--	
None.			
Other		--	
Play equipment has been removed from this site. Designated as open play area. Potential to be acquired by UPM-Blandin Paper Company.			

Willow Park			
Owner	City	Size	1.50 acres
Type	Neighborhood	Location	4 th Avenue SE
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			Replace to good
Whirls, swings, slide.			
Amenities			Good
Open play area; site sign.			
Vegetation / Landscaping			Very good
Mature red and white pines; maples.			
Lighting			--
Streetlights.			
Other			--
Need resilient surface at play equipment; need accessible play equipment and accessible route to play area; need designated accessible parking space.			

Forest Lake Elementary School			
Owner	ISD 318	Size	2.50 acres
Type	School / neighborhood	Location	8 th Avenue & 6 th Street NW
Feature			Condition
Pathway / Linkage			Good
Sidewalks on east and north sides of site.			
Play Equipment			Good
Play structure.			
Amenities			Replace to very good
Hockey rink (owned by City), basketball hoop, hard surfaced basketball court, warming house, chemical toilets, ballfield with backstop.			
Vegetation / Landscaping			Good
Minimal mature trees.			
Lighting			--
Lighted hockey rink, streetlights.			
Other			--
Ballfield backstop needs replacement. Need accessible route to play equipment.			

Edna Murphy Elementary School			
Owner	ISD 318	Size	2.00 acres
Type	School/neighborhood	Location	5 th Avenue & 8 th Street NE
Feature			Condition
Pathway / Linkage			Good
Sidewalks on north, south, and west perimeter of site.			
Play Equipment			Replace to good
Tire swings, slide climber, swings, play structure.			
Amenities			Fair to very good
Paved basketball court, lighted hockey rink (owned by City), warming house, chemical toilets, on-site parking.			
Vegetation / Landscaping			Very good
Dense evergreen tree screen on north side of site.			
Lighting			--
Lighted hockey rink, perimeter streetlights, building security lights.			
Other			--
Playground equipment is not accessible; play structure needs to be replaced; no accessible route to play area.			

RJE Middle School			
Owner	ISD 318	Size	6.65 acres
Type	School / neighborhood	Location	10 th Street & 8 th Avenue NW
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Very good
Tennis courts, ballfield with backstop and sideline fences, open play field, paved parking by tennis courts.			
Vegetation / Landscaping			--
None.			
Lighting			--
Building lights.			
Other			

Southwest Elementary School			
Owner	ISD 318	Size	2.00 acres
Type	School / neighborhood	Location	7 th Avenue & 7 th Street SW
Feature			Condition
Pathway / Linkage			Good
Paved path loops around site providing some access to play area.			
Play Equipment			Replace to good
Timber play structure, tires, swing, climber.			
Amenities			Good
Small scale football field, benches, bike rack, ballfield with backstop, unpaved parking lot.			
Vegetation / Landscaping			Very good
Mature evergreens at east side of site.			
Lighting			--
Building security lights, streetlights.			
Other			
Needs improved accessibility; resilient surfaces at play equipment; timber play structure and climber should be replaced.			

American Legion Memorial Park			
Owner	City	Size	106.60 acres
Type	Community	Location	Highway 38 & 14 th Street NW
Feature			Condition
Pathway / Linkage			Good
Sidewalks on south side.			
Play Equipment			--
None.			
Amenities			Good to very good
Baseball field with grandstand, full fence enclosure, press box, concession stand, scoreboard and dugouts; lighted cross country ski trails; disk golf course along trails; single track mountain bike trails; Conifer Field (lacrosse/soccer/football); Ryan Flood basketball court; paved and unpaved parking; site signs.			
Vegetation / Landscaping			Very good
Mature evergreen and deciduous trees; forested trail area.			
Lighting			--
Cross country ski trails; baseball field; street lights.			
Other			--
School district facilities are adjacent to this facility – practice and game football fields, all weather track. Signage for trails could be upgraded to include all functions.			

Blandin Beach			
Owner	City	Size	2.80 acres
Type	Community	Location	10 th Avenue & 6 th Street NW
Feature			Condition
Pathway / Linkage			Good
Sidewalk from parking area to beach house.			
Play Equipment			Good
Timber play structure.			
Amenities			Fair to very good
Swimming beach, beach house with changing rooms / bathrooms / concession, bike racks, benches, picnic tables, trash cans, site sign.			
Vegetation / Landscaping			Good
Landscaped site with maples and ornamental crab apples, shrubs.			
Lighting			--
Streetlights and on beachhouse.			
Other			--
Needs designated accessible parking spaces; beach house is showing its age. Lack of covered space (e.g., pavilion) diminishes opportunities for expanded use of site.			

Blandin Garden			
Owner	UPM-Blandin Paper Company	Size	0.75 acre
Type	Community	Location	2 nd Avenue & 1 st Street SW
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Good
Trail, C.K. Blandin memorial, gardens.			
Vegetation / Landscaping			Very good
Site is landscaped with mature trees, shrubs and plantings.			
Lighting			--
None.			
Other			--
Site is privately owned but open to public use. Paved parking lot is across street.			

Central School Square			
Owner	City	Size	2.05 acre
Type	Community	Location	Pokegama Avenue & 5 th Street NE
Feature			Condition
Pathway / Linkage			Very good
Concrete sidewalks and accessible entrance to building.			
Play Equipment			--
None.			
Amenities			Very good
Amphitheater, picnic tables, benches, paved parking.			
Vegetation / Landscaping			Very good
Site is landscaped with mature trees, shrubs and plantings.			
Lighting			--
Street and site lighting.			
Other			--
Provides open space, community focal point, and event space in the center of the community.			

Cody Siem Memorial Skate Park			
Owner	City	Size	0.25 acre
Type	Community	Location	Highway 38 & 14 th Street NW
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Good.
Assorted Tier I skate board park ramps, jumps and fixtures; wire mesh fence enclosure; site use sign; site sign.			
Vegetation / Landscaping			--
None.			
Lighting			--
None.			
Other			

Crystal Lake Landing & Walkway			
Owner	County	Size	0.03
Type	Community	Location	12 th Street & Crystal Lake
Feature			Condition
Pathway / Linkage			Replace/upgrade
East part of walkway loop needs upgrading.			
Play Equipment			--
None.			
Amenities			Replace
Boat ramp.			
Vegetation / Landscaping			--
None.			
Lighting			--
Streetlights.			
Other			--
Inadequate parking, insufficient launching/loading room, no dock; site is owned by County and minimally maintained by City.			

Crystal Lake Fishing Pier			
Owner	City	Size	N.A.
Type	Community	Location	12 th Street & Crystal Lake
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Good
Wooden fishing pier.			
Vegetation / Landscaping			--
None.			
Lighting			--
Streetlights.			
Other			--
Some complaints about unauthorized diving and swimming from pier. DNR has suggested that the age of this structure may warrant consideration of replacement.			

Forest Lake Fishing Pier			
Owner	City	Size	N.A.
Type	Community	Location	Forest Lake & 5 th St.
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Good
Wood fishing pier.			
Vegetation / Landscaping			--
None.			
Lighting			--
Streetlights.			
Other			
DNR has suggested that the age of this structure may warrant consideration of replacement.			

Grand Rapids Sports Complex			
Owner	City	Size	32.45 acres
Type	Community	Location	1100 NE 11 th Avenue
Feature			Condition
Pathway / Linkage			Very good
Sidewalks from 14 th and Hwy 169; accessible parking and route to fields and building.			
Play Equipment			Very good
Play structure.			
Amenities			Very good
Softball fields, irrigated, with full fence enclosure and warning tracks; bleachers; electric scoreboards; paved parking lot; concession/toilet building; soccer field with practice field.			
Vegetation / Landscaping			Very good
Well maintained turf.			
Lighting			--
Lighted ballfields.			
Other			

Hale Lake Landing			
Owner	City	Size	0.50 acre
Type	Community	Location	9 th Avenue NW & Hale Lake
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Good
Concrete launch ramp; picnic tables; trash cans; paved parking area.			
Vegetation / Landscaping			Good
Young red pines.			
Lighting			--
Building and site lighting.			
Other			--
Area beside launch provides excellent fishing from shore.			

Izaak Walton Park			
Owner	UPM-Blandin Paper Co.	Size	1.00
Type	Community	Location	CR 63 & Mississippi River
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Good
Gravel parking area.			
Vegetation / Landscaping			Very good
Mature pines.			
Lighting			
Other			--
Site is owned by UPM-Blandin Paper Company but maintained by Minnesota DNR.			

McKinney Lake Landing			
Owner	City	Size	1.80 acre
Type	Community	Location	Highway 38 & Conifer Drive
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Fair
Carry-in access, gravel parking area.			
Vegetation / Landscaping			--
None.			
Lighting			--
None.			
Other			--
Site is carry-in only to minimize potential to spread invasive exotic aquatic plants.			

Pokegama Beach			
Owner	City	Size	0.50 acre
Type	Community	Location	Pokegama Golf Course
Feature			Condition
Pathway / Linkage			Very good
Paved accessible path; concrete steps.			
Play Equipment			--
None.			
Amenities			Very good
Narrow beach, picnic table, grill, dedicated parking area, access to club house toilets, site sign.			
Vegetation / Landscaping			Very good
Maintained lawn.			
Lighting			--
Site lighting from buildings and parking area.			
Other			--
Beach provides access to lake in area where this is very limited; beach is narrow, especially at high water levels; beach is not observable from tables and benches; parking gets poached by golfers.			

Ryan Flood Memorial Park			
Owner	City	Size	0.30 acre
Type	Community	Location	Hwy 38 & 14 th Street NW
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Very good
Paved basketball court; paved parking at Civic Center.			
Vegetation / Landscaping			Very good
Mature deciduous trees.			
Lighting			--
None.			
Other			--
This facility is actually a part of the overall American Legion Memorial Park.			

Showboat Landing			
Owner	City	Size	10.70 acres
Type	Community	Location	16 th Avenue & 3 rd Street NW
Feature		Condition	
Pathway / Linkage		Good	
Bituminous accessible path to accessible seating areas.			
Play Equipment		--	
None.			
Amenities		Very good	
Seating for 1,000+; control booth; storage building; fencing; performance stage and docking, unpaved parking.			
Vegetation / Landscaping		Very good	
Mature red pine and maple.			
Lighting		--	
Stage lighting.			
Other		--	
Lovely riverfront location; potential for this site to be acquired by UPM-Blandin Paper Company.			

Steamboat Landing			
Owner	City	Size	0.60 acre
Type	Community	Location	SE 1 st Street at Mississippi River
Feature		Condition	
Pathway / Linkage		Very good	
Paved walking/hiking trail.			
Play Equipment		--	
None.			
Amenities		Good	
Boat ramp, small paved parking area, trash cans, site sign.			
Vegetation / Landscaping		--	
Naturalized river bank.			
Lighting			
Other		--	
Only public access to river within the city below the dam; dock is no longer installed.			

Sylvan Lake Landing			
Owner	City	Size	1.00
Type	Community	Location	12 th Avenue & 1 st Street SW
Feature			Condition
Pathway / Linkage			--
None.			
Play Equipment			--
None.			
Amenities			Very good
Concrete boat ramp, removable dock, paved parking lot, benches, picnic tables, chemical toilet, wood fishing pier, site sign.			
Vegetation / Landscaping			Very good
Mixed deciduous trees; naturalized shore.			
Lighting			--
None.			
Other			--
Site also provides open space at lakefront that can serve as neighborhood park; does not appear to be issues with vehicle traffic using local streets to access site.			

Veterans Memorial Park			
Owner	City	Size	38.00 acres
Type	Community	Location	7 th Avenue NE and US Hwy 2
Feature			Condition
Pathway / Linkage			Very good
Paved riverfront trail, unpaved access road, hiking/snowmobile bridge linking to Oakland Park.			
Play Equipment			Good
Timber play structures.			
Amenities			Good to very good
Pavilions, tables, benches, grills, chemical toilets, drinking water, site sign.			
Vegetation / Landscaping			Very good
Mature white and red pines; naturalized riverbank.			
Lighting			--
None.			
Other			--
This facility, linked to Oakland Park by the bridge, provides the largest community park in Grand Rapids and offers a complete blend of activities.			

B/ Planning Process

	Date	Purpose
1	August 21, 2013	Review current park and trail system and gain comments and suggestions for changes, improvements, policy, and new facilities.
2	September 18, 2013	Similar to the first but time was also spent reviewing strategic directions for the parks and trails system.
3	December 17, 2013	Receive comment from public on draft plan.

C/ Analysis of Current Park Coverage

Purpose:

This is an analysis of the estimated number of youth residing within defined ranges of city neighborhood level parks. It is intended to provide general insights into the number of youth served by neighborhood parks and suggest geographic areas that may be underrepresented in terms of local parks.

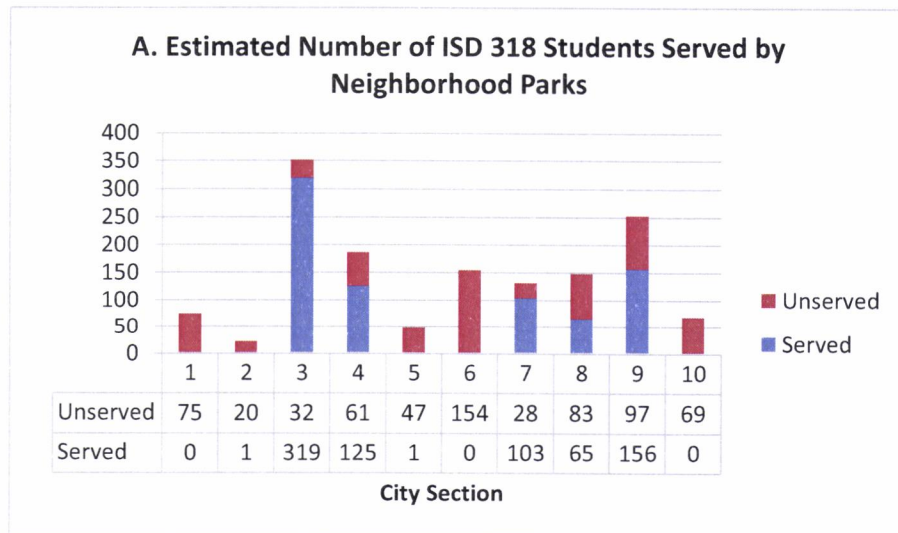
Methodology:

Another city project was using geo-coded addresses of ISD 318 students for its analysis. To use this information for analyzing neighborhood parks the city was divided into 10 sections (see map at end) and “service” areas were drawn around each neighborhood park (which included elementary schools).² Then GIS technology was employed to identify the number of students within each section and being served by each park.

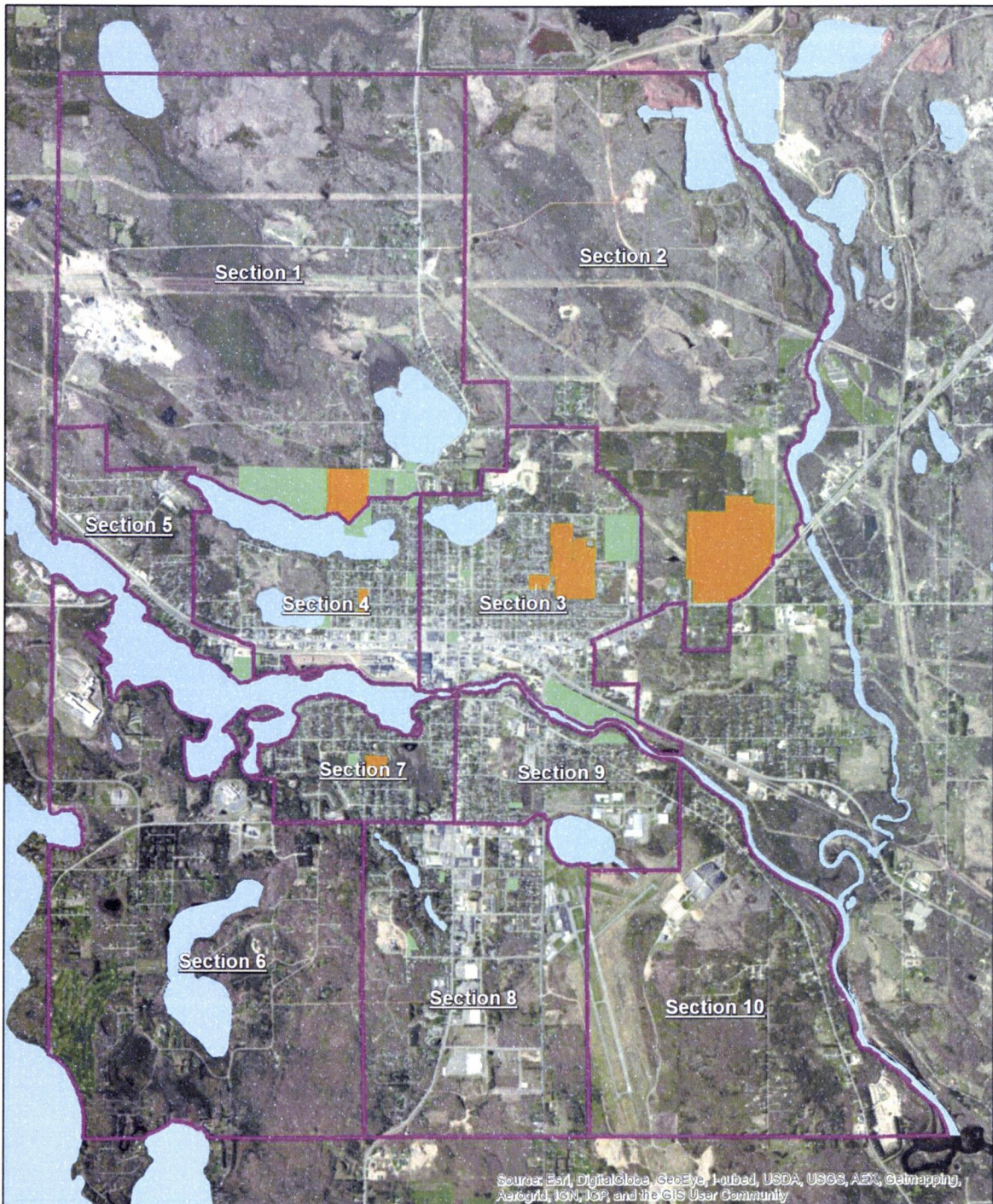
It is understood that the ISD 318 data is incomplete in that it doesn’t include students attending St. Joseph’s or other private schools, home schooled students, or those who open enrolled into other districts.

Initial Findings:

Figure A shows the number of students (grades K-12) within each city section that are served or unserved by a neighborhood park. The map on the subsequent page indicates the location of the 10 city sections.



² Service areas began as quarter-mile buffers around each site that were then modified to account for barriers such as high volume roads, railroad tracks and bodies of water.



Recreation Analysis
Section Overview

0 1,950 3,900 7,800Feet



Table B focuses on just grades K-6 with the assumption being these are the least mobile children who are most dependent upon a local, accessible facility.

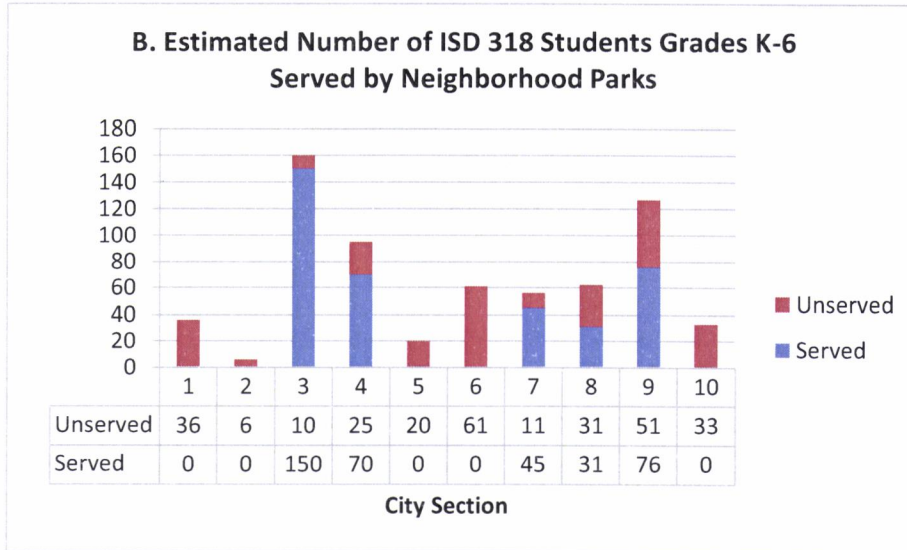


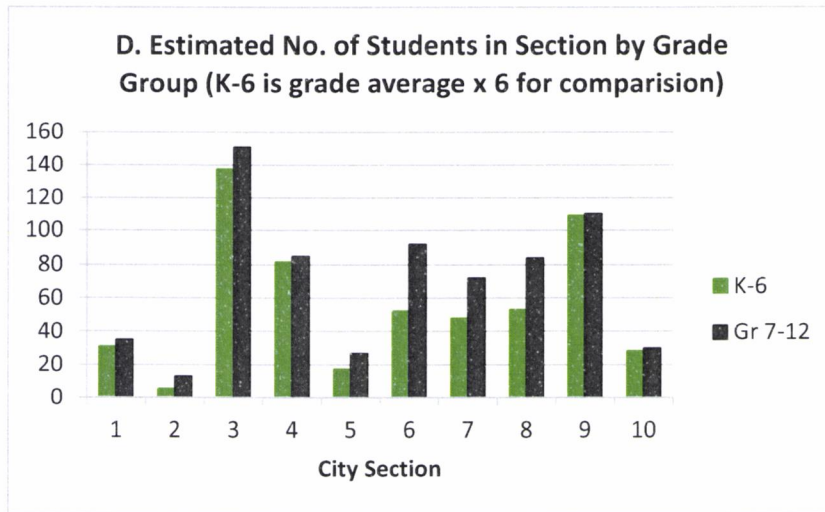
Table 1 summarizes some of the findings in terms of percentage of students.

Table 1. Percent of Students by Section and being Served by Neighborhood Park

	1	2	3	4	5	6	7	8	9	10
Of Total City	5%	1%	24%	13%	3%	11%	9%	10%	18%	5%
Served in Section	0%	5%	91%	67%	2%	0%	79%	44%	62%	0%
K-6 Served	0%	0%	94%	74%	0%	0%	80%	50%	60%	0%

Overall, 54% of students were served by a neighborhood recreation facility. Of the grades K-6 group 57% were served as were 49% of the grades 7-12 group.

The information was also used to review possible shifts in youth population within Grand Rapids. For this analysis the students were divided into two groups – K-6 and grades 7-12. Because the K-6 group is comprised of seven grades versus six for the other, the number used in the chart is the average grade size times six; this provides an “apples to apples” comparison.



Summary Conclusions:

- Just over half of youth are served by a neighborhood park, a figure that is higher for the youngest cohort.
- Service is highest for north-central, where nearly a quarter of all city youth live.
- Service is high for the four core sections – Forest Lake west, north-central, Grussendorf-southwest, and southeast.
 - Students in the southeast are served by Oakland Park which, for some, could involve crossing the River Road or Airport Road. Also, the primary park serving this area is Willow Park which is a small site.
 - Forest Lake and Murphy elementary schools are major providers of neighborhood level park service. Southwest not so much due to its proximity to Grussendorf Park.
- Excluding three sections with nearly no youth in them, service is lowest for the three sections parts of which were recently annexed into the city – far west, Horseshoe Lake-Golf Course, and south-central.
- In every section the number of youth in the younger cohort is smaller than that in the previous age cohort. However, in three sections – north-central, southeast, and Forest Lake-west – the decline is minimal.



CITY OF GRAND RAPIDS

Text File

File Number: 14-0357

Agenda Date: 3/24/2014

Version: 1

Status: Consent Agenda

In Control: Fire

File Type: Agenda Item

Consider allowing Grand Rapids Fire Chief to sign annual agreement with MNDNR

Background Information:

Annually the Grand Rapids Fire Department signs an agreement with the MNDNR fire service which will allow for potential reimbursement for personnel and apparatus in situations where Grand Rapids Fire will assist the MNDNR with fire suppression.

Staff Recommendation:

Requested City Council Action

Consider allowing the Grand Rapids Fire Cheif to sign an agreement with the MNDNR



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0348 **Version:** 1 **Name:** Department Head Report: Community Development Department

Type: Department Head Report **Status:** Department Head Report

File created: 3/18/2014 **In control:** City Council

On agenda: 3/24/2014 **Final action:**

Title: Department Head Report: Community Development Department

Sponsors:

Indexes:

Code sections:

Attachments: [Community Development Department Head Report -March 2014](#)

Date	Ver.	Action By	Action	Result
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Department Head Report: Community Development Department

Background Information:

See attached Presentation.

Requested City Council Action

Department Head Report: Community Development Department



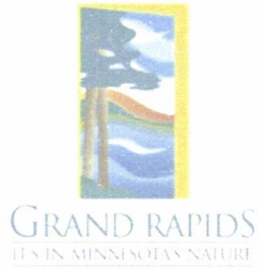
Community Development

Department Report

March 24, 2014

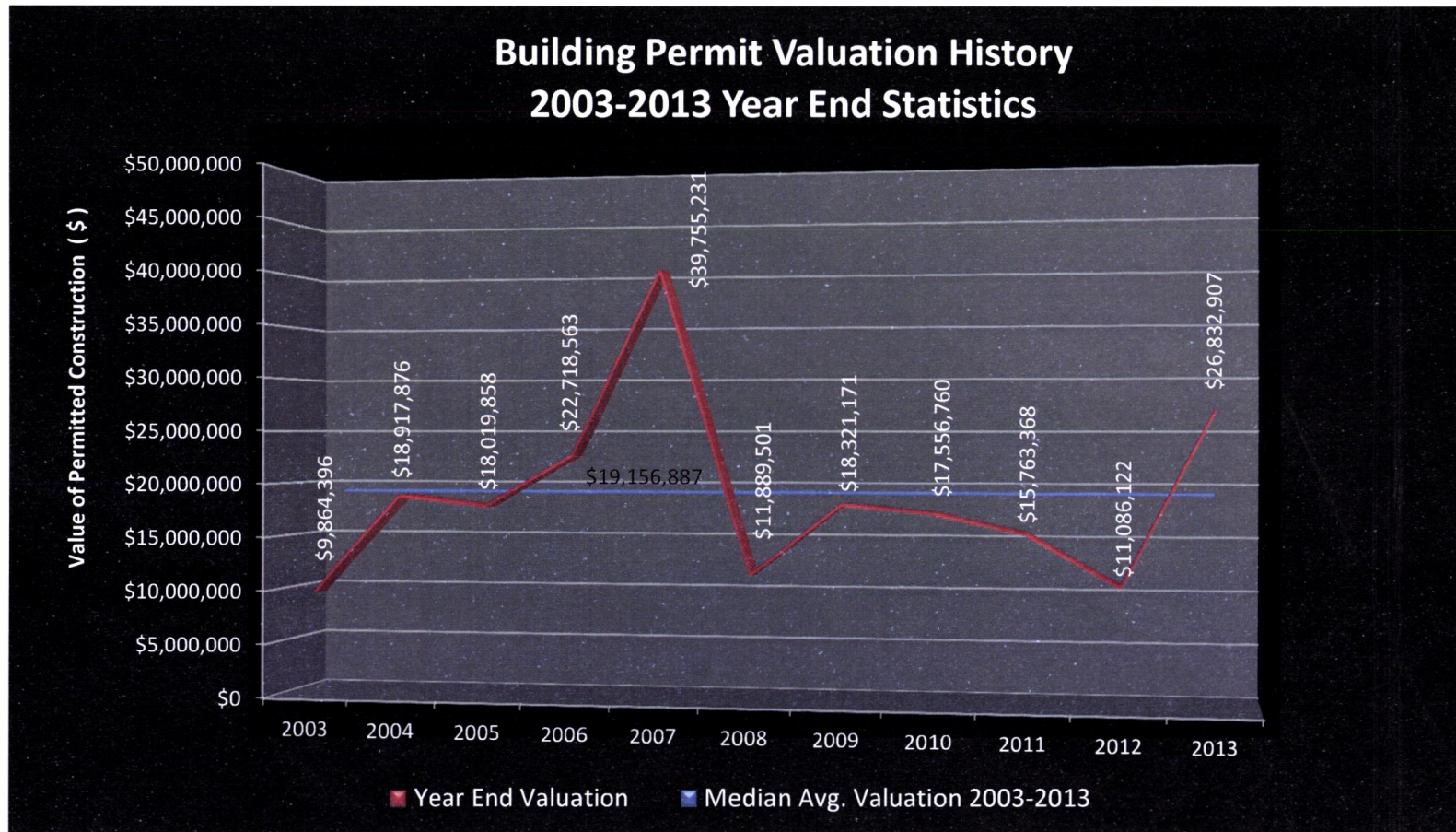
GRAND RAPIDS
IN MINNESOTA'S NATURE

Community Development Department

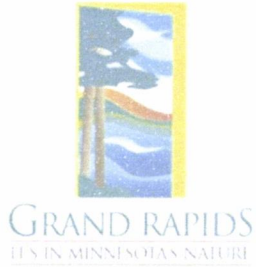


Building Safety Activity

Building Permit Year End Statistics

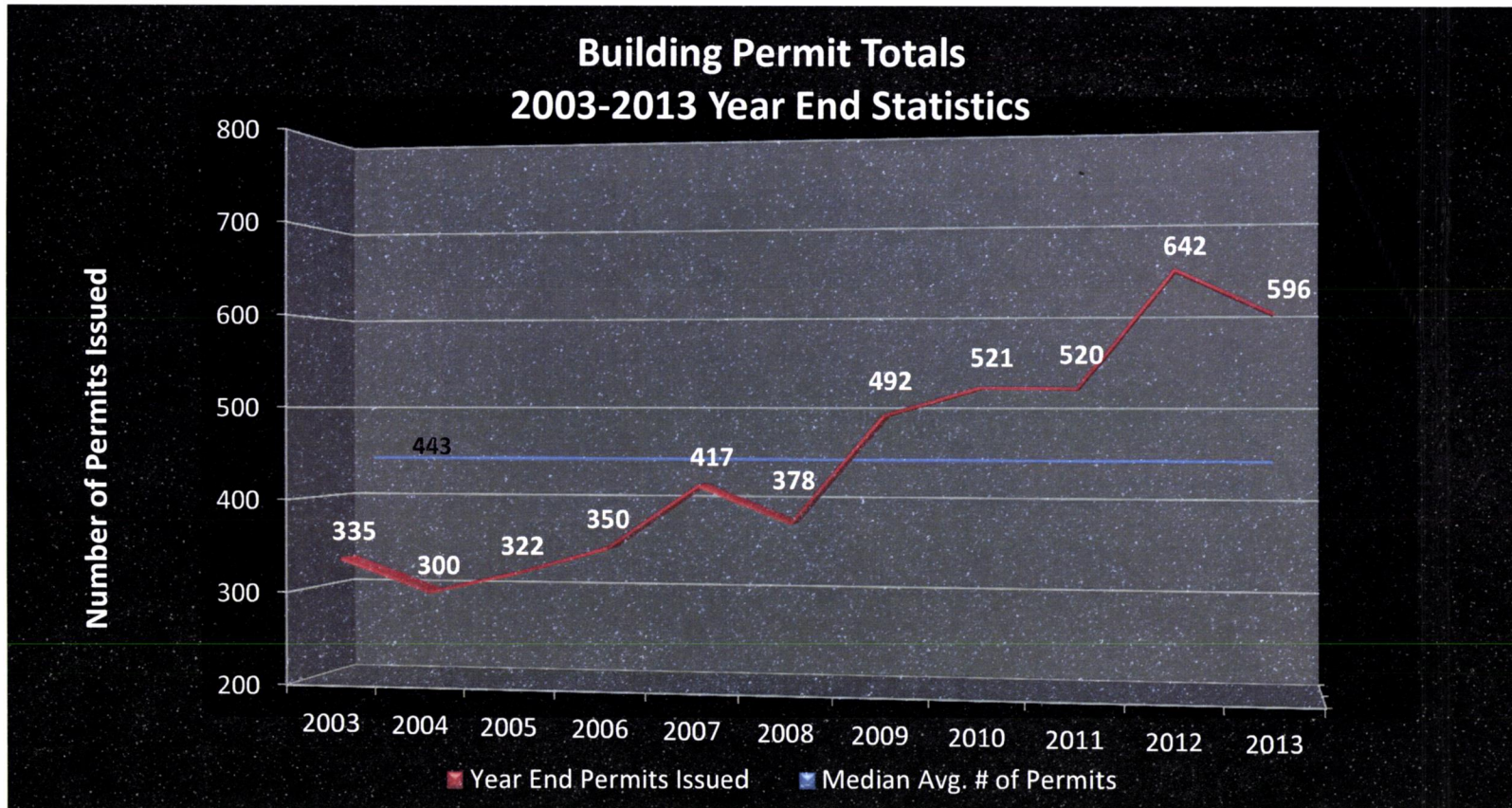


Community Development Department



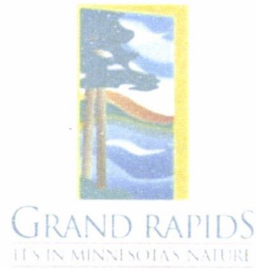
Building Safety Activity

Building Permit Year End Statistics



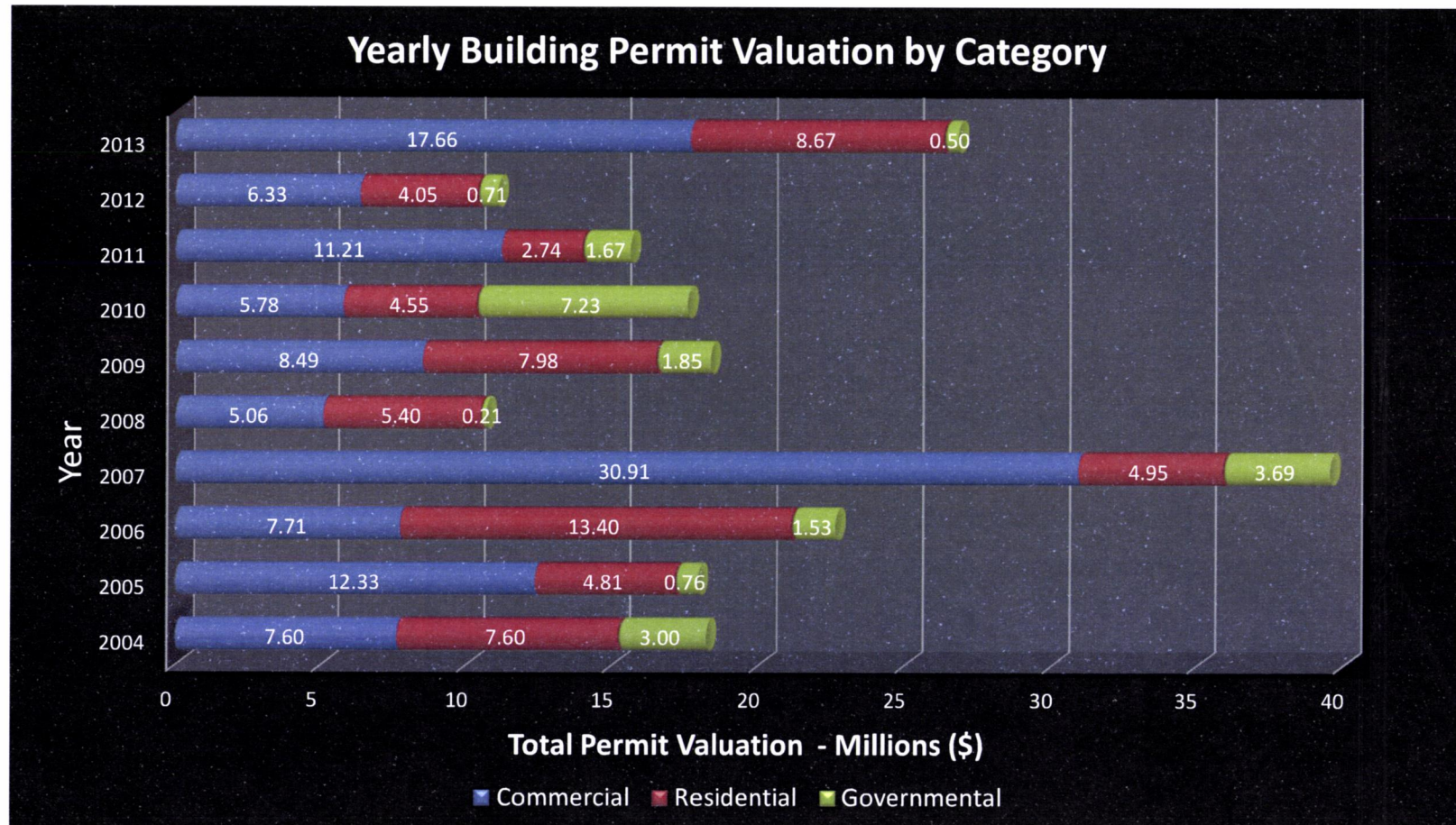
Previous charts do not account for 78 Zoning Permits for projects valued at \$808,589

Community Development Department



Building Safety Activity

Building Permit Year End Statistics



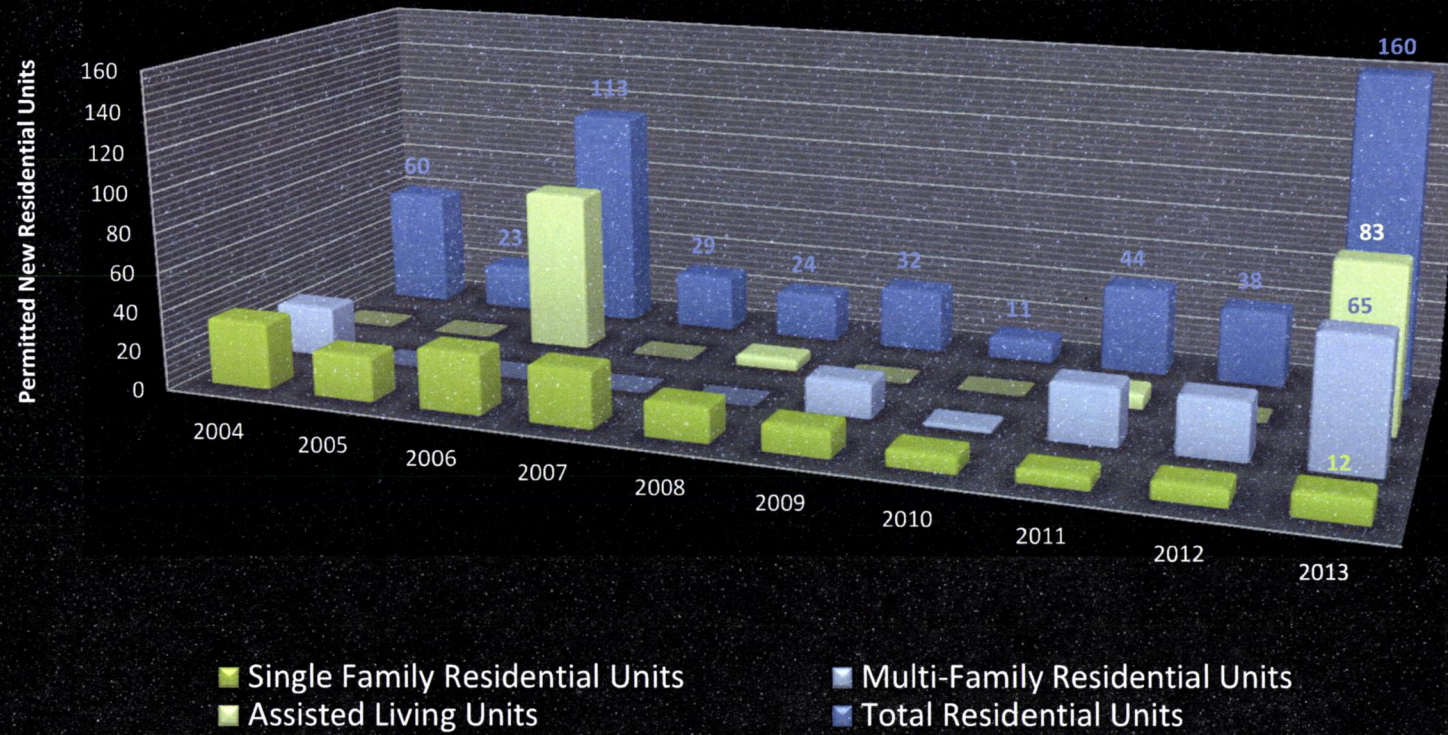
Community Development Department



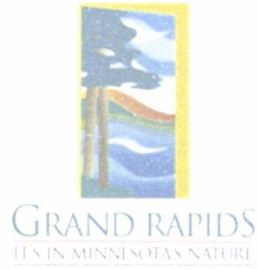
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

New Housing Statistics

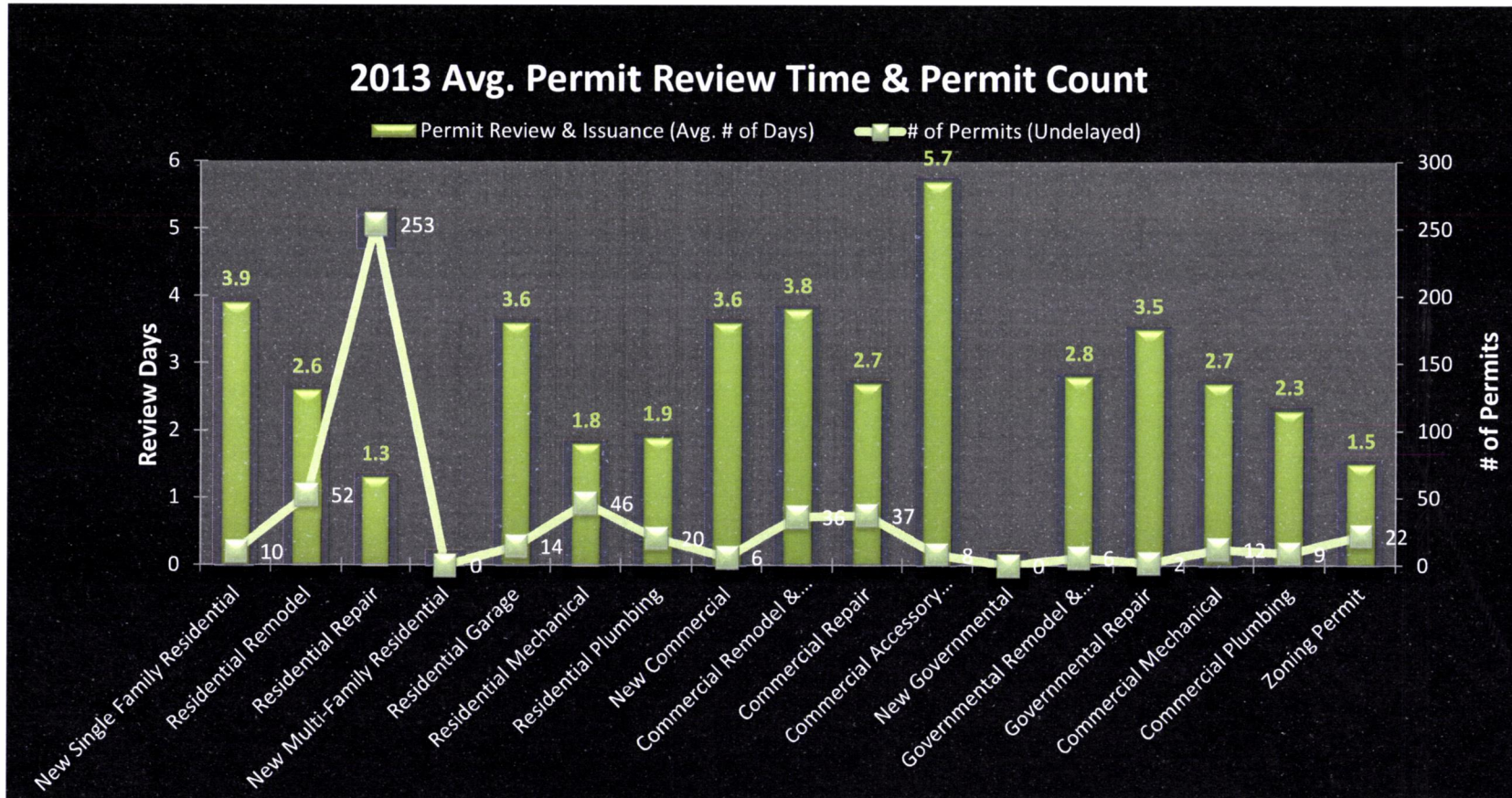
Grand Rapids New Residential Development History



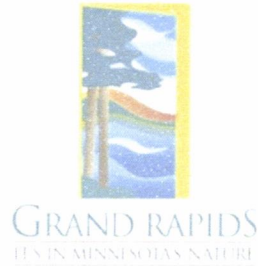
Community Development Department



Building Safety Activity Year End Statistics

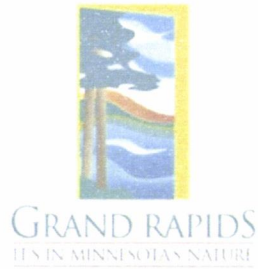


Community Development Department



Building Safety Activity 2013 Permit Highlights

- ❖ **12 New Single Family (1 manufactured & 11 site built)- \$1.9M**
 - (7 in 2011, 9 in 2012, Ten year average = 19.9)
- ❖ **Major Commercial Remodels/Additions**
 - Grand Hospitality LLC (Timberlake Lodge,)– restaurant addition- \$175K
 - North Homes Inc. (413 SE 13th St.) – interior remodel & site improvements - \$294K
 - Ron Hardy (City Limits Storage) – new bldg. & bldg. additions- \$190K
- ❖ **Major New Commercial**
 - Cutsforth Holdings – new manufacturing facility- \$800K
 - Lakewood Heights Properties Bldg. #3– 29-unit apartment building- \$1.6M
 - Majestic Pines – 73-unit assisted living facility- \$8.5M
 - Oak Hill (Keith & Pam Friesen) – 10-unit assisted living facility- \$980K
 - DrewMark Holdings – new warehouse facility- \$360K
 - 1st Ave. Condominiums Bldg.'s #1 and #2– 18-unit apartment buildings/garages- \$4.5M
- ❖ **Government/Institutional**
 - Innovative Developers LLP.– Demo former St. Joe's School, Church & Rectory- \$367K
 - 1st Evangelical Lutheran Church – Interior Remodel & Site Improvements- \$630K
 - MN State Colleges (ICC)- Dailey Hall Renovation- \$248K



Building Safety Activity Year End Code Enforcement Activity

- ❖ **Addressed 1 Hazardous Building/Property Maintenance Code violations.**
- ❖ **Performed 1,431 on-site Building Permit construction inspections.**
- ❖ **Completed 165 commercial plan reviews and 263 residential plan reviews.**
- ❖ **The Building Official and Building/Fire Inspector also performed Storm Water compliance inspections as needed.**



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

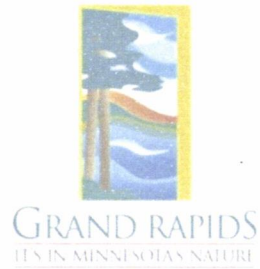
Planning/Zoning Activity

❖ **2013 Zoning Requests Addressed by the Planning Commission**

- **3 Rezoning's – 2 Right of Way Vacation – 3 Text Amendments to Zoning Ord. – 1 Subdivision – 5 Variances**

❖ **Subdivision Ordinance Revision**

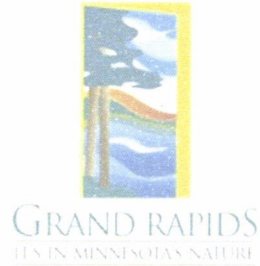
- **Began the process to update Section 30-266 *Public sites and open spaces* of the Subdivision Ordinance which establishes a formula for the option of money in lieu of parkland dedication for newly platted areas.**



Economic Development Activity

- ❖ **Assisted the private re-development of the former St. Josephs Block.**
 - **Administered the demolition bidding & rebidding and contract administration, on behalf of the developer**
 - **Ground Breaking: August 2013 - Innovative Developers, 1st Avenue Condominiums - \$5.5M - 36 units in 2 buildings.**



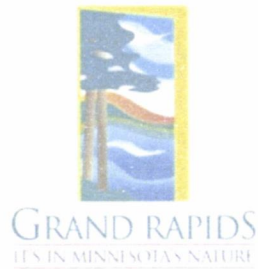


Economic Development Activity

❖ DC Manufacturing Relocation/Expansion

- 9,800 sf manufacturing facility - \$2.1M – complete & occupied since May 2013
- GREDA contract for site development & IRRRB grant admin. completed in September
- GREDA closed on the sale of an additional 0.9 acre parcel for future expansion space.



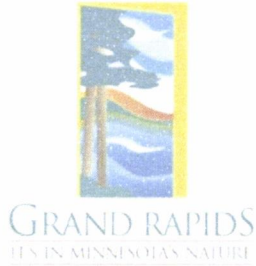


Economic Development Activity

❖ **DrewMark Holdings, LLC./Frito Lay**

- **Assisted Company in site selection.**
- **Negotiated the sale of 1.7 acre lot of GREDA land within Block 2, Airport South Industrial Park.**
- **5,000 sf, Distribution Depot in GREDA Airport S. Industrial Park – \$400K**
- **Ground Breaking: July 25, 2013**
- **Occupancy: Late September 2013**



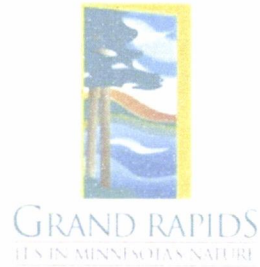


Economic Development Activity

❖ Hammerlund Const. Headquarters

- 5,000 sf office, 11,000 sf MES bldg. & yard - \$2.7M
- GREDA closed on the sale of 12.6 acre site on Co. Rd. 63
- GREDA contract for site work & IRRRB grant admin.
- Issued Building Permit for Building Foundation (Late Fall 2013)





Economic Development Activity

❖ Market Area Profile

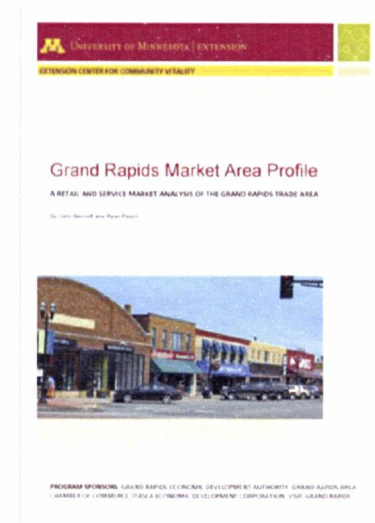
- Joint project with IEDC, Chamber and VisitGR
- U of M Extension

❖ GREDA Commercial Building Improvement Loan Program.

- 501 NW 1st Ave. – new roof
- 105 NE 5th St. – new awning and windows

❖ SCDP Grant Application

- Collaborating with Itasca County HRA on a comprehensive grant application for commercial and residential rehab.
- The proposed activity involves the rehabilitation of 12 owner occupied residential homes at a maximum assistance of \$22,400/unit, 4-15 residential rental units at a maximum assistance of \$21,000/rehabilitation project, and 6 commercial building rehabilitations, with a maximum SCDP assistance of \$32,000/rehabilitation project.
- Potential Grant approval: May 2014





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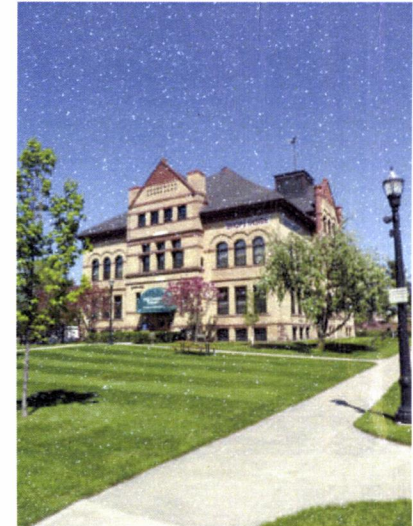
Economic Development Activity

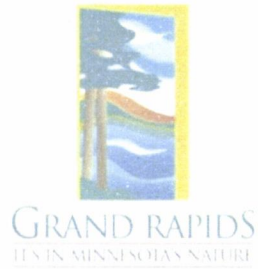
❖ Central School Leasing

- 6 new tenants
- 100% of the space leased
- Worked with Arts and Culture Commission to house Artist in Residence program in vacant space on the 3rd floor.

❖ Current Areas of Activity

- Development of 21st SE/7th Avenue SE Property
 - Proposed 70-units Multi-Family Residential
- Airport South Industrial Park Lot Development
 - Lot 5, Block 1 – 3.3 acres
 - Potential Location of new manufacturing business





Community Development Dept. Staff

- ❖ **Aurimy Groom – Administrative Assistant**
- ❖ **Eric Trast – Community Development Specialist**
- ❖ **Travis Cole – Building Official**
- ❖ **Nathan Morlan – Building/Fire Inspector**

Questions

GRAND RAPIDS
IT IS IN MAN'S NATURE





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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0345 **Version:** 1 **Name:** Consider approving Itasca County classification of tax-forfeited land.
Type: Agenda Item **Status:** Community Development
File created: 3/18/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Consider approving Itasca County classification of tax-forfeited land.

Sponsors:

Indexes:

Code sections:

Attachments: [Conservation Lot Information](#)
[Non-Conservation Lot Information](#)

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

Consider approving Itasca County classification of tax-forfeited land.

Background Information:

Itasca County has recently either classified or re-classified the tax-forfeited status of seven undeveloped parcels within the city. They are as follows: (see attached maps for parcel location)

- 91-430-0310 as Non-Conservation
- 91-707-0420 as Non-Conservation

- 91-425-2710 as Conservation
- 91-425-2650 as Conservation
- 91-425-2640 as Conservation
- 91-425-2610 as Conservation

The Non-Conservation classification would allow the County to sell the parcels, as opposed to a Conservation classification which would be retained. *At this time, the lots proposed to be held in conservation, are as such, due to a snowmobile trail bisecting the properties.*

Itasca County has requested the City's approval of the current classification within the attached forms to be executed by the Mayor and City Clerk.

Requested City Council Action

Pass a motion approving Itasca County's tax-forfeited classification of Non-Conservation for Parcel No.'s: 91-430-0310, 91-707-0420, and tax-forfeited classification of Conservation for Parcel No.'s: 91-425-2710, 91-425-2650, 91-425-2640, and 91-425-2610, and authorize the Mayor and City Clerk's execution of the attached approval forms.



NE 4th St

NE 3rd St

NE 8th Ave

NE 8th Ave

NE 10th Ave

NE 2nd St

NE 1st St

E US Hwy 2

NE 11th Ave

#91-425-2710
#91-425-2650
#91-425-2640
#91-425-2610
(Conservation)

GRAND RAPIDS CITY

2014 Classification: **Conservation**

LEGAL

DESCRIPTION:

SEC. TWP RGE

21 55 25

LTS 1-12 & 16-24 BLK 27 & VAC ALLEY & W 1/2 OF VAC 9TH AVE LYG ADJ THERETO

APPROVED

PARCEL ID # **91-425-2710**

NOT APPROVED

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

The classification or reclassification of lands described above lying within the boundaries of the **GRAND RAPIDS CITY** in said County and State is hereby approved or disapproved as indicated above.

Dated this _____ day of _____, 2014

Attest: _____
Clerk, **GRAND RAPIDS CITY**

Chairperson, **GRAND RAPIDS CITY**

GRAND RAPIDS CITY
2014 Classification: **Conservation**

LEGAL
DESCRIPTION:

SEC. TWP RGE
21 55 25

LTS 21-24 BLK 26 & W 1/2 OF VAC N/S ALLEY LYG ADJ THERETO & E 1/2 OF VAC 9TH AVE LYG ADJ THERETO

PARCEL ID # 91-425-2650

APPROVED

NOT APPROVED

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

The classification or reclassification of lands described above lying within the boundaries of the **GRAND RAPIDS CITY** in said County and State is hereby approved or disapproved as indicated above.

Dated this _____ day of _____, 2014

Attest: _____
Clerk, **GRAND RAPIDS CITY**

Chairperson, **GRAND RAPIDS CITY**

GRAND RAPIDS CITY

2014 Classification: **Conservation**

LEGAL

DESCRIPTION:

SEC. TWP RGE

21 55 25

LTS 19-20 BLK 26 & W 1/2 OF VAC N/S ALLEY LYG ADJ THERETO & E 1/2 OF VAC 9TH
AVE LYG ADJ THERETO

PARCEL ID # 91-425-2640

APPROVED

NOT APPROVED

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

The classification or reclassification of lands described above lying within the boundaries of the
GRAND RAPIDS CITY in said County and State is hereby approved or disapproved as indicated
above.

Dated this _____ day of _____, 2014

Attest: _____
Clerk, **GRAND RAPIDS CITY**

Chairperson, **GRAND RAPIDS CITY**

GRAND RAPIDS CITY
2014 Classification: **Conservation**

LEGAL
DESCRIPTION:

SEC. TWP RGE
21 55 25

LTS 1-3 BLK 26 & E 1/2 OF VAC N/S ALLEY ADJ THERETO

APPROVED

PARCEL ID # **91-425-2610**

NOT APPROVED

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

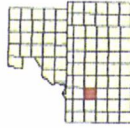
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Chairperson, **GRAND RAPIDS CITY**

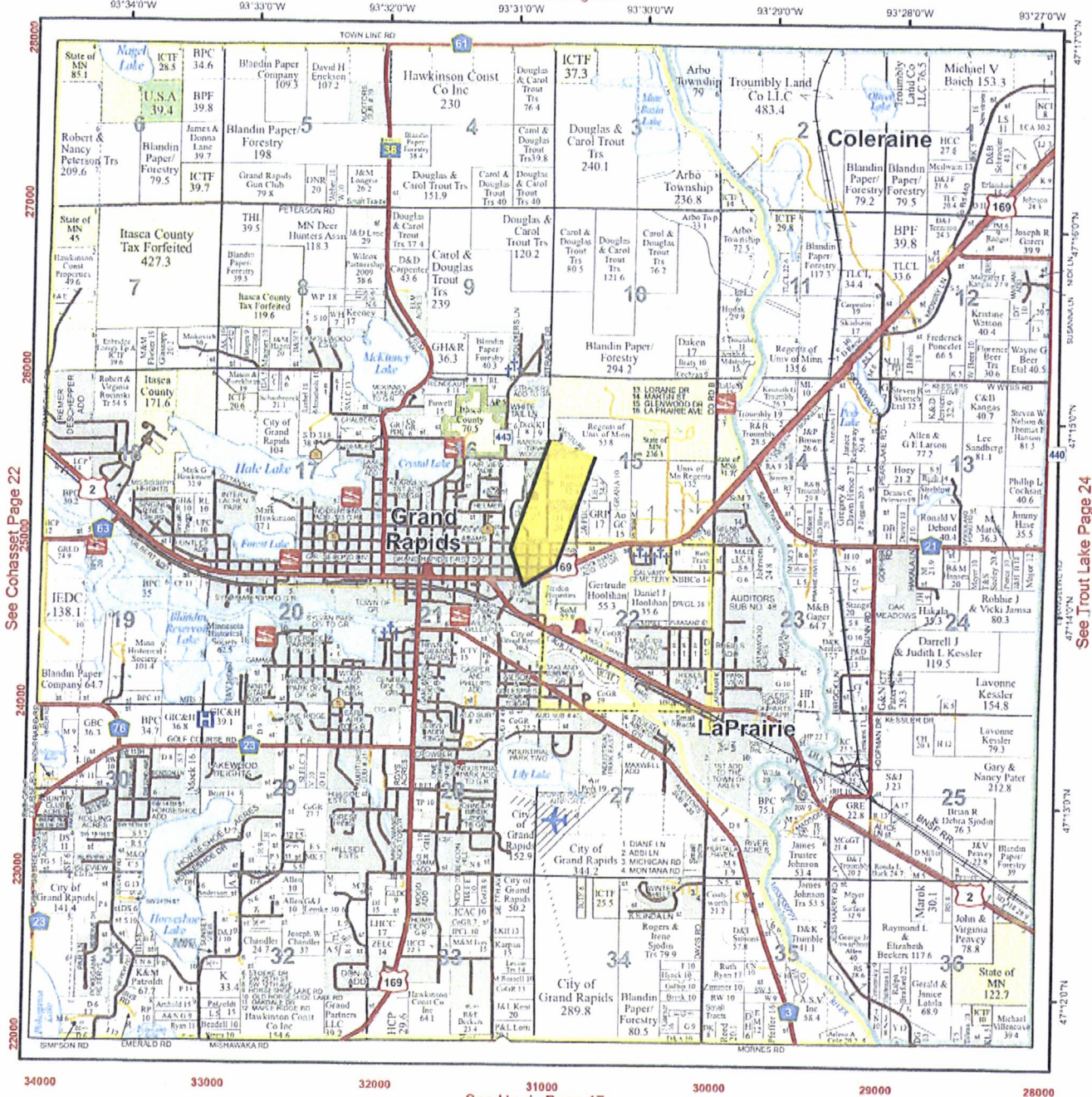
GRAND RAPIDS



T.55N-R.25W

See Arbo Page 30

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See Harris Page 17

Road Name	Section	Road Name	Section	Road Name	Section	Road Name	Section	Road Name	Section
Abbi Ln (2.)	34	Glenwood Dr (15.)	14	Maddon Dr	26	Prairie River Trl	23	Sw 22nd Ave	30
Alice Ln	25	Golf Course Rd	29,31	Maple Ridge Rd (12.)	29	Rangeline Rd	18	Sw 23rd Ave	30
Benson Ln	30	Gopher Rd	24	Martin St (14.)	14	Reserve Dr	31	Sw 24th St	31
Brock Ln	23	Gunn Rd	23	Michigan Rd (3.)	34	Ridgeway Dr	14	Sw 25th St (7.)	32
Colorado Rd	30	Hakala Ln	24	Milway Ln	12	Rolling Hills Rd	30	Town Line Rd	5
Co Rd B	11,15	Hoopman Dr	25	Millie Dr	30	SE 7 Th Ave	33	Unser Rd	30
Co Rd 3	35	Horseshoe Dr	29	Mishawaka Rd	32	Simpson Rd	31	US Hwy 169	33
Co Rd 21	13	Horseshoe Lake Rd	32	Montana Rd (4.)	34	Soldiers Ln	9	US Hwy 169	1
Co Rd 23	29	(9.)		Nick Ln	12	State Hwy 38	4	US Hwy 169	22
Co Rd 61	4	Irene Rd	30	Oakdale Dr (11.)	29	Stoek Dr (6.)	32	US Hwy 2	18,36
Co Rd 63	18	Iris Rd	31	Old Golf Course Rd	30	Strader Dr	9	W Wyss Rd	13
Co Rd 76	30	Islevue Ln	30	Old Horseshoe Lake Rd (10.)	32	Sunset View Rd	31	White Tail Ln	16
Co Rd 440	1	Islevue Rd	31	Old Horseshoe Lake Rd (10.)	32	Susana Ln	12	Woodland Pond Rd	13
Co Rd 443	16	Jess Harry Rd	35	Paige Pl	30	Sw 11th St	30		
Davis Rd	34	Kessler Dr	25	Par Ln	31	Sw 12th Ave (8.)	32		
Diane Ln (1.)	34	La Prairie Ave (16.)	15	Pear Lake Rd	13	Sw 14th St	30		
E Rangeline Rd	24	Linda Ln	34	Peterson Rd	8	Sw 16th St	30		
Emerald Rd	31	Lorane Dr (13.)	14	Pleasant St	22	Sw 18th St	30		


LAND CLASSIFICATION 2014 NEW FORFEITURE

PID 91-425-2640

Sec __, T __ N, R __ W



1 inch = 150 feet

 LC 2014_GIS_Layer
TRACT 36

GRAND RAPIDS CITY

2014 Classification: **Non-Conservation**

LEGAL

DESCRIPTION:

SEC. TWP RGE

28 55 25

S 631.25' OF OUTLOT A; GRAND RAPIDS CITY; BEACON HILL PLAT

APPROVED

PARCEL ID # **91-430-0310**

NOT APPROVED

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

The classification or reclassification of lands described above lying within the boundaries of the **GRAND RAPIDS CITY** in said County and State is hereby approved or disapproved as indicated above.

Dated this _____ day of _____, 2014

Attest: _____
Clerk, **GRAND RAPIDS CITY**

Chairperson, **GRAND RAPIDS CITY**

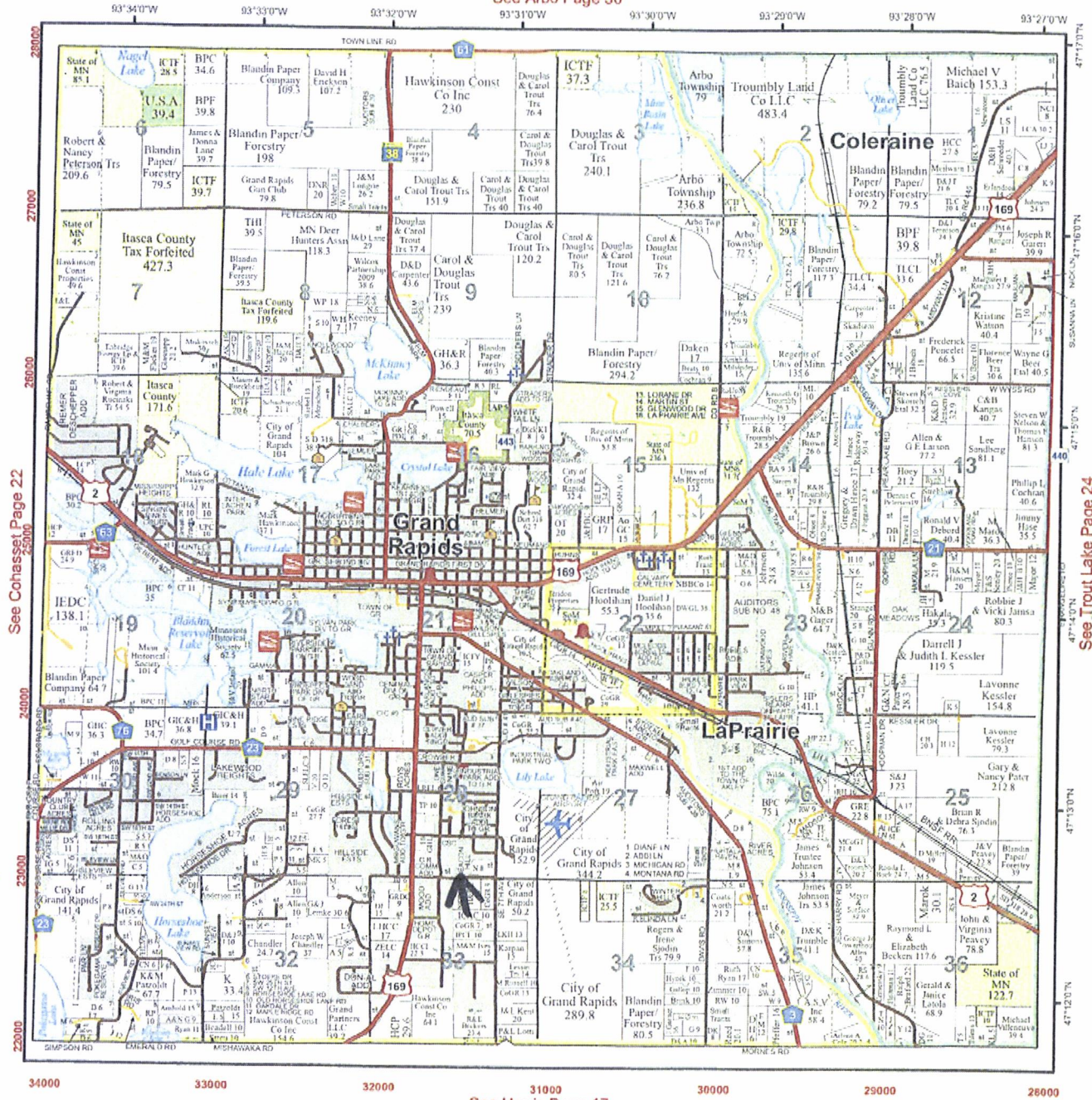
GRAND RAPIDS



T.55N-R.25W

See Arbo Page 30

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See Cohasset Page 22

See Trout Lake Page 24

See Harris Page 17

Road Name	Section	Road Name	Section	Road Name	Section	Road Name	Section	Road Name	Section
Abbi Ln (2.)	34	Glenwood Dr (15.)	14	Madson Dr	26	Prarie River Trl	23	Sw 22nd Ave	30
Alice Ln	25	Golf Course Rd	29,31	Maple Ridge Rd (12)	29	Rangeline Rd	18	Sw 23rd Ave	30
Benson Ln	30	Gopher Rd	24	Martin St (14.)	14	Reserve Dr	31	Sw 24th St	31
Brock Ln	23	Gunn Rd	23	Michigan Rd (3.)	34	Ridgeway Dr	14	Sw 25th St (7.)	32
Colorado Rd	30	Hakala Ln	24	Midway Ln	12	Rolling Hills Rd	30	Town Line Rd	5
Co Rd B	11,15	Hoopman Dr	25	Millie Dr	30	SE 7 Th Ave	33	Unser Rd	30
Co Rd 3	35	Horseshoe Dr.	29	Mishawaka Rd	32	Simpson Rd	31	US Hwy 169	33
Co Rd 21	13	Horseshoe Lake Rd	32	Montana Rd (4.)	34	Soldiers Ln	9	US Hwy 169	1
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Co Rd 76	30	Isleview Ln	30	Old Horseshoe Lake	32	Sunset View Rd	31	White Tail Ln	16
Co Rd 440	1	Isleview Rd	31	Old (10.)		Susana Ln	12	Woodland Pond Rd	13
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E Rangeline Rd	24	Linda Ln	34	Peterson Rd	8	Sw 16th St	30		
Emerald Rd	31	Lorane Dr (13.)	14	Pleasant St	22	Sw 18th St	30		


LAND CLASSIFICATION 2014 NEW FORFEITURE #23

PID _____

Sec __, T__N, R__W



1 inch = 150 feet

 LC_2014_GIS_Layer
TRACT 23



GRAND RAPIDS CITY

2014 Classification: **Non-Conservation**

LEGAL

DESCRIPTION:

SEC. TWP RGE

9 55 25

LOTS 1-5, BLOCK 4; STRADERS ADD TO GRAND RAPIDS

APPROVED

PARCEL ID # **91-707-0420**

NOT APPROVED

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

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Dated this _____ day of _____, 2014

Attest: _____
Clerk, **GRAND RAPIDS CITY**

Chairperson, **GRAND RAPIDS CITY**

LAND CLASSIFICATION 2014 NEW FORFEITURE # 33

PID _____

Sec ___, T__N, R__W

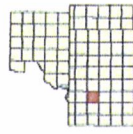


1 inch = 150 feet

 LC_2014_GIS_Layer

TRACT 33

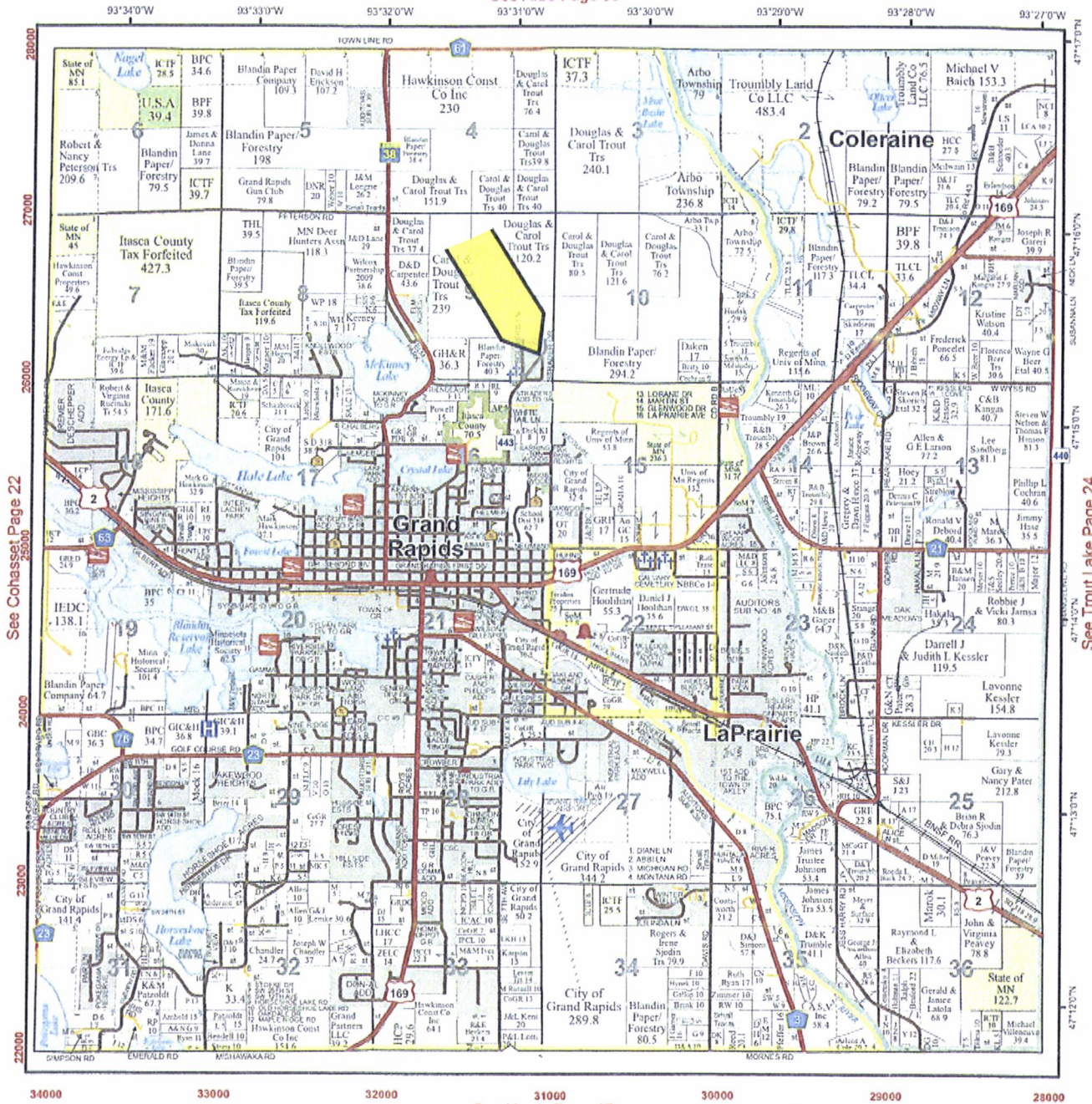
GRAND RAPIDS



T.55N-R.25W

See Arbo Page 30

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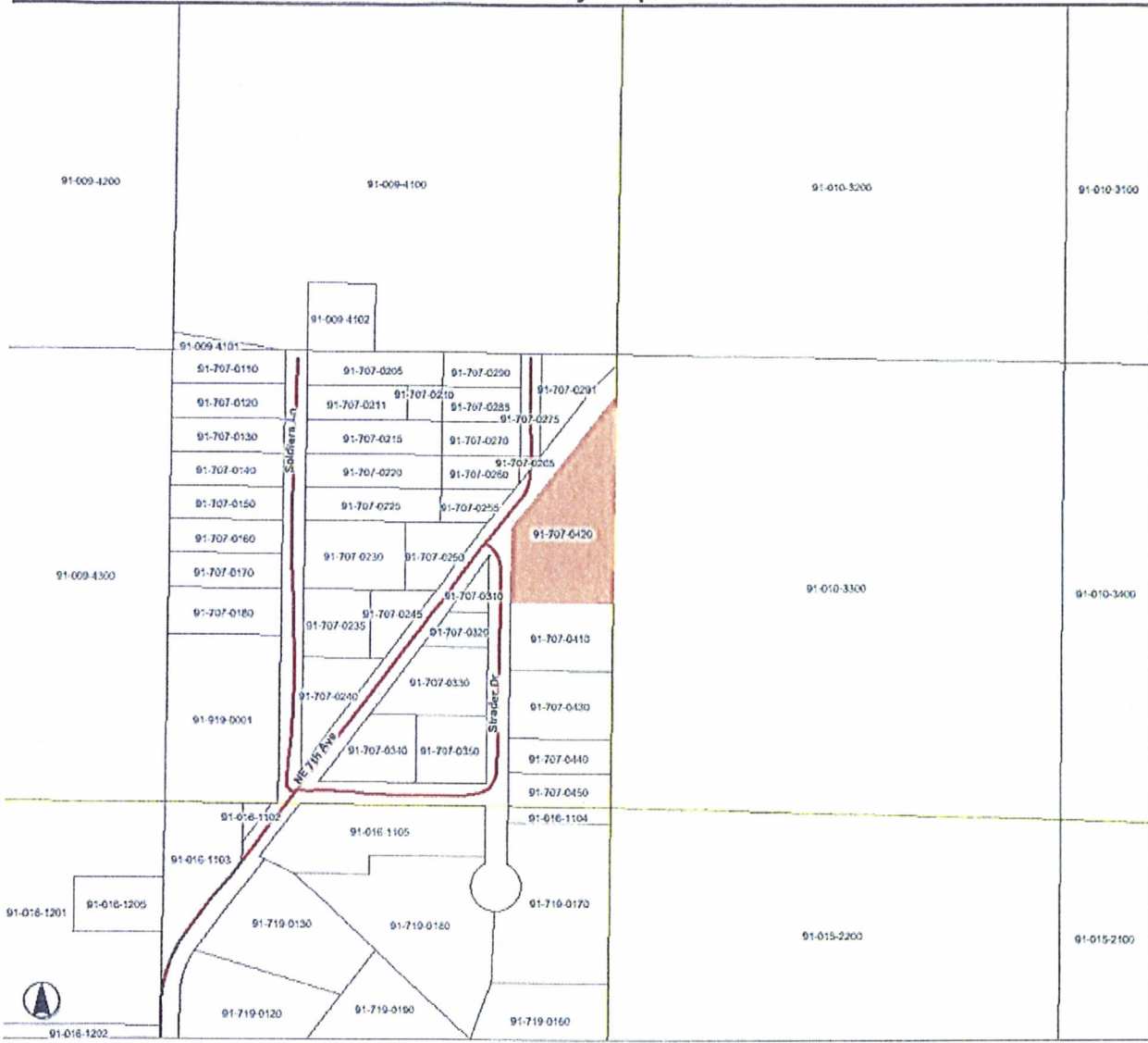
See Cohasset Page 22

See Trout Lake Page 24

See Harris Page 17

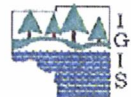
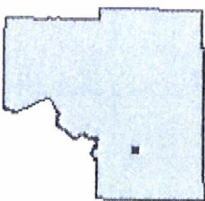
Road Name	Section	Road Name	Section	Road Name	Section	Road Name	Section	Road Name	Section
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Emerald Rd	31	LoRane Rd (13.)	14			Sw 18th St	30		

Itasca County Map Viewer



Itasca County DSM - Copyright (C) 1992-2013

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Itasca County Department of Surveying & Mapping

This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

- Legend**
- Selected Features
 - Highlighted Feature
 - Public Boat Ramp
 - Tax Parcel
 - Roads Public / Private
 - PLS Township Line
 - PLS Section Line
 - Lake
 - Stream



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0351 **Version:** 1 **Name:** Central School HVAC upgrades
Type: Agenda Item **Status:** Community Development
File created: 3/19/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Consider awarding a quote totaling \$8,511.00, from Gartner Temperature Controls for HVAC modifications in Central School.
Sponsors:
Indexes:
Code sections:
Attachments: [Gartner quote.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider awarding a quote totaling \$8,511.00, from Gartner Temperature Controls for HVAC modifications in Central School.

Background Information:

The proposed salon use, in Central School, will require some upgrades to the ventilation system in order to maintain compliance with the mechanical code. Those improvements, per the quote from Gartner, can be completed for a total cost of \$5,815.00. With an additional investment of \$2,696.00, a night purge option can be added that will circulate outside air during the cooler evening hours. A conservative estimate of the energy efficiency savings for the building, with the night purge option, is \$940.00 annually. With the total recommended investment of \$8,511.00, the payback period would be approximately nine years. If approved, this improvement will be funded through the Central School 2014 budget, under Building Maintenance/Repair.

Requested City Council Action

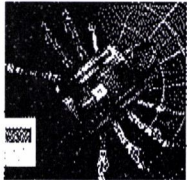
Consider awarding a quote totaling \$8,511.00, from Gartner Temperature Controls for HVAC modifications in Central School.

GARTNER TEMPERATURE CONTROLS

A Division of Gartner Refrigeration Co.

331 W. Superior St.
Duluth, MN. 55806
Phone: 218-722-4439
Fax: 218-722-3422
www.gartner1.com

Specializing in:
Temperature Control
Building Automation
New Construction
Design Build
Remodel / Retrofits
E.E.D. @ Construction
Service & Maintenance
Energy Conservation
Indoor Air Quality
Honeywell
VEBS-AX™
Pyder™
VDC Technology



Old Central School Salon Modifications

March 13, 2014

Attention: Ron Edminster

This pricing is for HVAC modifications for the addition of a salon on the first floor of the Old Central School. The pricing includes ductwork modifications, space pressure control, new exhaust fan, VFD for the exhaust fan, and electrical subcontractor supervision. The pricing includes all labor and materials for a complete installation for controlling the exhaust fan in order to prevent any odor migration into the remaining spaces at the facility. Gartner will be the single point of contact for this project.

Salon space pressure control modifications.....\$ 5,815.00

An option that is available if the above project is accepted is for the implementation of a Night Purge sequence. Night purge will allow the building to be ventilated during the coolest hours of the night in order to take advantage of the "free cooling" without operating any of the mechanical cooling if the outdoor conditions prove to be optimal. Additionally, this option will provide for the enable and disable of the three boilers based on outdoor air temperature. All labor and materials needed to accomplish this option are included in the price below. Please contact Adam or myself with any questions.

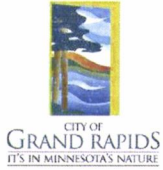
Building Core Ventilation Exhaust Fan and Makeup Air Unit:
Night Purge Cycle Savings:

These savings are based on the premise that using cool night air to pre-cool the building mass will reduce the energy used for mechanical cooling during the day.
The savings for the night purge cycle is \$940.00 per year.

Night purge option.....\$ 2,696.00

Alan Gajda
Gartner Temperature Controls
218-740-1137





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0342 **Version:** 1 **Name:** Accept low quote from Rapids Plumbing for Library chiller
Type: Agenda Item **Status:** Library
File created: 3/17/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Accept low quote of \$73,040 from Rapids Plumbing and Heating Inc for replacement of Library Chiller unit
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Accept low quote of \$73,040 from Rapids Plumbing and Heating Inc for replacement of Library Chiller unit

Background Information:

Quotes were received from Rapids Plumbing and Heating - \$73,040.00, JK Mechanical Contractors, Inc. - \$75,800.00 and Gartner Refrigeration - \$79,700.00 for replacing the ailing chiller unit at the Library. The low quote was from Rapids Plumbing. The work is expected to be completed before the cooling season begins. The quote includes complete installation, warranty and disposal of the old unit. This is a budgeted item in the 2014 CIP budget.

Staff Recommendation:

Accept the quote from Rapids Plumbing and Heating.

Requested City Council Action

Accept low quote of \$73,040 from Rapid Plumbing and Heating Inc. for Library chiller unit.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0353 **Version:** 1 **Name:** Security Agreement
Type: Agenda Item **Status:** Police
File created: 3/19/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Request by the Police Department to begin the process of hiring Security Personnel and to enter into an agreement with Grand Itasca Clinic and Hospital to provide security services to the Grand Itasca Clinic and Hospital main campus.
Sponsors:
Indexes:
Code sections:
Attachments: [Final Agreement Hospital .pdf](#)

Date	Ver.	Action By	Action	Result
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Request by the Police Department to begin the process of hiring Security Personnel and to enter into an agreement with Grand Itasca Clinic and Hospital to provide security services to the Grand Itasca Clinic and Hospital main campus.

Background Information:

Grand Itasca Clinic and Hospital has approached the Police Department requesting security services at its main campus. The police department has discussed this concept in depth with the city council and senior leadership at Grand Itasca. Both the City and Grand Itasca believe that this partnership is in the best interest of our community and will provide a safer environment for all who visit Grand Itasca.

Under this agreement, the city agrees to provide qualified, unarmed (other than equipped with a TASER), uniformed personnel to provide security services for Grand Itasca. Typical security duties will include, but are not limited to: maintaining a safe orderly work environment, monitoring the entry and exit of personnel from the premises, inspecting facilities to ensure doors, windows, and roofs are secure, protecting property and promoting theft prevention through Officers' physical presence while making security checks throughout the premises, reporting of unusual conditions to the proper personnel including law enforcement, maintaining security logs, and writing reports. Under no circumstances will security officers be expected to perform the duties of Grand Itasca regular employees.

This will be a five year agreement between the City and Grand Itasca to which either party may terminate the agreement upon giving 90 days written notice. Under this agreement, the City will not accrue any additional expenses associated with providing this service. Should the Grand Itasca choose to terminate the contract upon giving notice, they will be responsible unemployment benefits. Should the City terminate the contract, the City would be responsible for unemployment benefits. The attached agreement has been reviewed by both the City

and Grand Itasca Attorneys and both have given their approval.

Staff Recommendation:

It is staff's recommendation to begin the hiring process and to enter into the Security Agreement with Grand Itasca Clinic and Hospital.

Requested City Council Action

Please consider authorizing the City of Grand Rapids and its Police Department to begin the hiring process for security officers and enter into a Security Services Agreement with Grand Itasca Clinic and Hospital and authorize the Mayor and City Administrator to sign said agreement.



Agreement to Provide Security Services

This Agreement to Provide Security Services ("Agreement"), entered into on the last day below written, between the City of Grand Rapids, a Minnesota municipal corporation, by and through its Police Department ("**Contractor**"), and Grand Itasca Clinic and Hospital, a Minnesota nonprofit corporation ("**Owner**") allows Contractor to provide security services at Owner's main campus hospital and clinic facilities, as well as, parking lot located at 1601 Golf Course Road, Grand Rapids, MN 55744, which for purposes of this Agreement shall be known as the "Premises".

Term.

This Agreement shall begin on June 1, 2014 and continue until December 31, 2018, unless modified in writing and signed by both parties.

Independent Contractor.

The parties agree that Contractor is an independent contractor in all respects and is not an employee of Owner and, further, is not engaged in a joint venture with Owner. Contractor will determine the means and manner by which the security services under this Agreement are accomplished, and will furnish all materials and equipment necessary for the Security Officer's to provide the Security Services. However, Owner will provide all necessary radio booster equipment needed communicate with the Grand Rapids Amour 800 system. Neither Contractor nor the Security Officers shall be entitled to receive or accrue any employee benefits that Owner may make available or provide to its employees, including, but not limited to, health care insurance benefits, workers compensation insurance, vacation benefits, paid holidays, paid sick leave and paid disability leave, and are not entitled to participate in any Owner benefit plan.

Services Provided.

Contractor shall provide qualified, unarmed (other than equipped with a TASER), uniformed personnel ("Security Officers") to provide security services for Owner's Premises. At least one Security Officer shall be present on the Premises for ten hours on every Sunday, Monday, Tuesday, Wednesday and Thursday, and for twenty hours on each Friday and Saturday, except for occasional times to allow for position vacancies, training sessions and unforeseen Security Officer unavailability due to illness, and the like, or if Contractor vacancies result due to reports of unsatisfactory Security Officer performance from Owner.

Typical security duties will include, but are not limited to: maintaining a safe orderly work environment, monitoring the entry and exit of individuals from the Premises, inspecting facilities to ensure doors, windows, and roofs are secure, protecting property and promoting theft prevention through Security Officers' physical presence while making security checks throughout the Premises, reporting of unusual conditions to the proper personnel including law enforcement, maintaining security logs, and writing reports. Under no circumstances will Security Officers be expected to perform the duties of Owner's regular employees.

Training and Qualifications.

Contractor shall ensure that all Security Officers providing services to Owner under this Agreement have been sufficiently trained in protecting Owner's Premises, owner's personnel, patients and visitors from harm, to the extent possible. In addition, Contractor agrees that Owner may require Contractor and/or Security Officers to undergo training on Owner-specific policies and procedures, determined by Owner to be required for the provision of services under this Agreement.

Contractor shall see to it that all Security Officers provided under this Agreement have obtained all proper licenses. All Security Officers provided by Contractor shall have and carry in their possession at all times on Owner's Premises approved Grand Rapids Police Department identification, a valid Minnesota driver's license or Minnesota identification card issued by the Minnesota Department of Public Safety. If driving is a requirement of Security Officers, a valid Minnesota driver's license is mandatory.

All Security Officers shall have satisfactorily passed a criminal and employment background check in accordance with the City of Grand Rapids and the Grand Rapids Police Commission approved hiring practices. In addition, Contractor shall verify that no Security Officer providing security services under this Agreement is excluded from participation in Federal Health Care Programs by querying the Office of Inspector General Online Searchable Database, available at <https://oig.hhs.gov/exclusions/index.asp>.

All Security Officers shall possess a high school diploma or GED equivalent, and shall have the ability to speak, read, and write the English language; understand and carry out oral and written directions, write accurate and clear reports; monitor environmental and electronic security systems, if any.

All Security Officers assigned work under this Agreement shall have a physical examination and be in good physical condition, which enables him/her to perform the full range of security work. Security Officers must be fully capable of performing work requiring moderate to arduous physical exertion under either normal or emergency conditions, in accordance with current City of Grand Rapids and Grand Rapids Police Commission approved hiring practices.

Contractor shall provide to Owner, upon request, evidence that all Security Officers assigned to the Premises under this Agreement have passed a pre-employment drug screening examination in accordance with the current City of Grand Rapids and Grand Rapids Police Commission approved hiring practices.

Security Officers shall be mentally alert and capable of exercising good judgment, following instructions, and assimilating necessary specialized training.

Security Officers assigned to the Premises shall also have undergone the following training and shall keep all certifications as to such training current during the term of this Agreement:

1. Met Contractor required physical fitness standards
2. Met Contractor required defensive tactics standards
3. Be a certified TASER operator
4. First Aid and CPR; certification cards shall be carried while on duty
5. The City of Grand Rapids employment policies, as well as, the Owner's policies.

Contractor shall ensure that while on duty the Security Officer possess only Contractor approved equipment including but not limited to:

- Soft body armor,
- Handcuffs,
- Flashlight,
- Gloves,
- TASER,
- Expandable baton,
- Portable radio.

All such equipment shall be furnished by Contractor.

The Security Officer shall be prohibited from the following unless on an authorized work break:

1. Listening to any audio/visual equipment or other audio medium that is not directly job-related.
2. Reading materials that are not job-related.
3. Use telephones or electronic devices that are not job-related.
4. Entertain personal visitors unless preauthorized by the Contractor in consultation with the Owner.
5. The Security Officer shall at all times adhere to all employment policies of the City of Grand Rapids.

Security Officers shall contact local law enforcement or emergency personnel as needed following the applicable Contractor's and Owner's notification procedures.

For any incident which results in Contractor's personnel contacting emergency services including, but not limited to, police, fire or medical, Contractor shall, no later than the next business day contact the Owner regarding the incident which prompted such call. Except for ongoing investigations, within 3 business days after the incident, Contractor shall provide to the Owner a written summary of the incident while following appropriate privacy protocols, unless prohibited or restricted by the Minnesota Data Practices Act Ch. 13, as may be modified from time to time.

Owner shall have the right to request disciplinary action for any Security Officer found to be in violation of any of these requirements. Any request by the Owner for disciplinary action for a Security Officer shall be followed up by the Contactor initiating an investigation into the circumstance that initiated the request by the Owner. This investigation shall follow current Contractor internal investigatory and disciplinary procedures.

Supervision.

Contractor shall adequately supervise its Security Officers assigned under this Agreement. "Adequately supervise" includes, but is not limited to: insuring staffing levels are met, insuring prompt Security Officer arrival and attendance noting security personnel work habits, insuring personnel neat and professional appearance. Contractor shall designate a "Security Officer supervisor" that Owner shall communicate with regarding concerns over Security Officers performance under this Agreement. The Security Officer supervisor shall make unannounced visits to the Premises per week to observe Security Officer performance at a frequency that is determined by both the Owner and Contractor.

Owner shall designate a person or persons to coordinate with the Security Officer supervisor regarding the performance of the obligations under this Agreement. During the term of this Agreement, the parties agree to meet on a regular basis to review the security services and Contractor's performance under this Agreement. Such meetings shall be held on a least a weekly basis during the first month following the commencement of this Agreement, and thereafter at such frequency as Owner, or Contractor, may reasonably request.

If unsatisfactory performance or behavior is observed by Owner's personnel, the Owner shall communicate the matter to the Security Officer supervisor to attempt to rectify the situation. In the event such unsatisfactory performance or behavior cannot be reasonably rectified, Owner shall have the right, in its sole discretion, to require Contractor to remove any Security Officer from providing services under this Agreement.

Insurance.

Contractor is responsible for providing liability, automobile, and worker's compensation insurance for all Security Officers provided and will name Owner as an additional insured on all policies of insurance related to the provision of services under this Agreement. Contractor shall maintain automobile and workers compensation insurance coverage at levels that satisfy applicable legal requirements. Contractor shall maintain liability insurance coverage for itself and its employees in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence, with a Three Million Dollar (\$3,000,000) annual aggregate.

Indemnification.

Contractor agrees to release, indemnify, defend and hold Owner, its officers, agents, and employees harmless from any loss, cost, damage, penalty, fine or bodily injury (including death) of whatsoever kind

or nature arising out of or incidental to Contractor's performance under this Agreement except to the extent caused by Owner's negligence or willful misconduct.

Confidentiality.

During the course of performing services under this Agreement, Contractor may have access to employee and patient data, computer software, or other technical or business information. Contractor agrees to treat as confidential all information concerning Grand Itasca Clinic and Hospital patients and employees of which Contractor is made aware in connection with performing services. Contractor agrees to maintain all such confidential information during the term and after termination of this Agreement, and not disclose or permit access to any third party of any such confidential information. To the extent the security services provided by Contractor under this Agreement involve the use or disclosure of individually identifiable health information, Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA"), and cooperate with Owner to ensure compliance with HIPAA and ARRA, including, but not limited to, all provisions of the Business Associate Agreement attached hereto as Exhibit 1.

Payment.

The cost to Owner for the services provided by Contractor are agreed to and specified by Exhibit 2 attached hereto. The costs shall be invoiced monthly. Invoices shall be paid by Owner within 30 days of the receipt of the invoice.

Termination.

Either party may terminate this agreement at any time for any reason by giving the other party a 90 (ninety) day notice. If the City of Grand Rapids terminates this contract the City will be solely responsible for all security officers unemployment expenses. If Grand Itasca Clinic and Hospital terminates this contract they will reimburse the City of Grand Rapids for all of the City's security officers unemployment expenses.

This Agreement may be terminated immediately for cause with no further obligation of either party for any of the following:

- Contractor's (or any Security Officer's) unauthorized disclosure of protected health information or other confidential information.
- Owner's failure to pay for Security services in a timely manner.
- Any other breach of this Agreement which remains uncured for 10 days.

Entire Agreement.

This Agreement represents the entire agreement between the parties as of the effective date and may only be modified by an instrument, in writing, signed by both parties.

City of Grand Rapids

Grand Itasca Clinic and Hospital

Thomas Pagel, City Administrator

Date: _____

Michael Youso, President and CEO

Date: _____

Dale Adams, Mayor

Date: _____

EXHIBIT 1

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement Addendum ("BAA"), effective _____, 2014 ("Effective Date"), is entered into by and between **Grand Itasca Clinic & Hospital** with offices at 1601 Golf Course Road, Grand Rapids, MN 55744 (the "Covered Entity") and the City of Grand Rapids, (the "Business Associate") (collectively "the Parties").

I. RECITALS

Section 1. Covered Entity is a health care provider. The U.S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of Individually Identifiable Health Information obtained, created or maintained by certain entities, including health care providers.

Section 2. Business Associate, through the provision of certain SECURITY services for or on behalf of the Covered Entity is a "business associate" of the Covered Entity as that term is defined in 45 C.F.R. § 160.103.

Section 3. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

In consideration of the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

II. DEFINITIONS

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meaning established for purposes of Title 45 parts 160 and 164 of the United States Code of Federal Regulations, as amended from time to time.

"Electronic PHI" means Electronic Protected Health Information, as defined in 45 CFR § 160.103, limited to the information received from or created or received on behalf of Covered Entity by Business Associate.

"Protected Health Information" shall have the same definition as Protected Health Information under 45 CFR §160.103, limited to the information created or received by Business Associate on behalf of Covered Entity.

“**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“**Security Rule**” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

III. OBLIGATIONS OF BUSINESS ASSOCIATE AND COVERED ENTITY

A. BUSINESS ASSOCIATE OBLIGATIONS

Section 1. Use and Disclosure of Protected Health Information. Business Associate may use and disclose Protected Health Information only as required to satisfy its obligations under this BAA, as permitted herein, or as required by law, but shall not, and shall ensure that its directors, officers, employees, contractors and agents shall not otherwise use or disclose any Protected Health Information except as otherwise provided in this BAA. Business Associate shall not use or disclose Protected Health Information received from the Covered Entity in any manner that would constitute a violation of the Privacy Rule if used or disclosed by the Covered Entity or violate the minimum necessary policies and procedures of the Covered Entity. Business Associate may use Protected Health Information (i) for Business Associate’s proper management and administrative services, (ii) to carry out the legal responsibilities of Business Associate, (iii) to provide data aggregation services relating to the health care operations of the Covered Entity if required under the Agreement(s) as permitted by 45 C.F.R. 164.504(e)(2)(i)(B) or (iv) to report violations of law to appropriate Federal and State authorities, consistent with Section 164.502(j)(1). Additionally, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are required by law.

Section 2. Safeguards Against Misuse of Information. Business Associate agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this BAA. Further, Business Associate will work diligently and cooperatively with Covered Entity to establish procedures and to take appropriate steps which mitigate, to the extent reasonably possible, deleterious effects of any unauthorized use and/or disclosure of Protected Health Information.

Section 3. Reporting of Disclosures of Protected Health Information. Business Associate shall, within five (5) business days of becoming aware of any use or disclosure of Protected Health Information in violation of this BAA by Business Associate, its officers, directors, employees, contractors or agents or by a third party to which Business Associate disclosed Protected Health Information pursuant to Section 4 of this BAA, report any such disclosure to the Privacy Officer of the Covered Entity in writing. Each report of a breach will address the following: (i) identify the nature of the non-permitted or violating use or disclosure; (ii) identify the Protected Health Information used or disclosed; (iii) identify who made the non-permitted or violating use or disclosure; (iv) identify who received the non-permitted or violating use or disclosure; (v) identify what corrective action Business Associate took or will take to prevent

further non-permitted or violating uses or disclosures; (vi) identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and (vii) provide such other information as Covered Entity may request.

Section 4. Agreements by Third Parties. Business Associate shall obtain and maintain a written agreement with each agent or subcontractor that has or will have access to Protected Health Information, which is received from, created, or received by Business Associate on behalf of the Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate pursuant to this BAA with respect to such Protected Health Information.

Section 5. Access to Information. Within ten (10) business days of a request by the Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within ten (10) business days forward such requests to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity.

Section 6. Amendment of Protected Health Information. Within ten (10) business days of receipt of a request from the Covered Entity for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526. In the event any individual directs a request for amendment to Protected Health Information directly to Business Associate, Business Associate shall within two (2) days forward such requests to the Covered Entity.

Section 7. Accounting of Disclosures. Within ten (10) days of notice by the Covered Entity to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information, other than disclosures related to Treatment, Payment or Healthcare Operations purposes (as those terms are defined in 45 C.F.R. § 164.501), and not relating to disclosures made earlier than seven (7) years prior to the date on which the accounting was requested or earlier than the effective Date of this BAA, Business Associate shall make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event that an individual requests such an accounting directly to Business Associate, Business Associate shall, within two (2) days,

forward such request to the Covered Entity. Business Associate hereby agrees to implement an appropriate record-keeping process to enable it to comply with the requirements of this Section.

Section 8. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, created, or received by Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of determining the Covered Entity's compliance with the Privacy Standards. Business Associate will maintain records relating to disclosure of Protected Health Information for at least seven (7) years. In addition, upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity within fourteen (14) days for purposes of enabling the Covered Entity to determine the Business Associate's compliance with the terms of this BAA.

Section 9. Notice of Request for Data. Business Associate agrees to notify the Covered Entity within five (5) business days of Business Associate's receipt of any request or subpoena for Protected Health Information. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with the Covered Entity in such challenge.

Section 10. Destruction of Protected Health Information not Maintained in a Designated Record Set. Unless otherwise directed by Covered Entity, Business Associate may elect to destroy Protected Health Information received or maintained pursuant to this BAA if the Protected Health Information is not maintained in a Designated Record Set. Business Associate will either physically shred or electronically purge Protected Health Information not maintained in a Designated Record Set when the Protected Health Information is no longer needed for Business Associate's provision of services to Covered Entity.

Section 11. Injunction. Business Associate hereby agrees that the Covered Entity will suffer irreparable damage upon Business Associate's breach of this BAA and that such damages shall be difficult to quantify. Business Associate hereby agrees that the Covered Entity may file an action for an injunction to enforce the terms of this BAA against Business Associate, in addition to any other remedy the Covered Entity may have.

Section 12. Limitation of Liability. Business Associate agrees to indemnify and hold Covered Entity and each of its affiliates, and their officers, directors and employees (the "Indemnified Parties") harmless from and against all claims, causes of action, damages, loss, costs and expenses (including fines, penalties and reasonable attorneys' fees) suffered or incurred by any of the Indemnified Parties and arising out of or related to a breach of this BAA attributable to the Business Associate, its employees and agents, or its subcontractors, including, but not limited to, costs and expenses incurred by Covered Entity in providing notice to individuals of any Breach of Unsecured PHI by Business Associate.

Section 13. Electronic PHI Safeguards. Business Associate will:

- a. develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with HIPAA, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Electronic PHI. Business Associate will document and keep these safeguards current;
- b. make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary of the Department of Health and Human Services ("HHS") for purposes of determining the Covered Entity's compliance with the Security Rule;
- c. ensure that any and all of the Business Associate's subcontractors or agents to whom the Business Associate provides Electronic PHI agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI; and
- d. report to the Covered Entity any Security Incident with respect to Electronic PHI of which it becomes aware, according to the procedure described below. The Security Rules defines a "Security Incident" as an attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, involving Electronic PHI that is created, received, maintained or transmitted by or on behalf of a covered entity. Since the Security Rules include attempted unauthorized access, use, disclosure, modification or destruction of information, Covered Entity needs to have notice of attempts to bypass electronic security mechanisms. The Parties recognize and agree that the significant number of meaningless attempts to, without authorization, access, use, disclose, modify or destroy Electronic PHI will make a real-time reporting requirement unfeasible for Business Associate. Therefore, the Parties agree to the following reporting procedures for Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of information or interference with system operations ("Successful Security Incidents") and for Security Incidents that do not so result ("Unsuccessful Security Incidents").

For Unsuccessful Security Incidents, the Parties agree that this paragraph constitutes notice of such Unsuccessful Security Incidents. By way of example, the Parties consider the following to be illustrative of Unsuccessful Security Incidents when they do not result in actual unauthorized access, use, disclosure, modification or destruction of Electronic PHI or interference with an information system:

- Pings on Business Associate's firewall,
- Port scans,
- Attempts to log on to a system or enter a database with an invalid password or Username,
- Denial-of-service attacks that do not result in a server being taken off-line, and
- Malware (worms, viruses, etc).

For Successful Security Incidents, Business Associate shall give notice to Covered Entity not more than five (5) business days after Business Associate learns of the Successful Security Incident;

Section 14. Breach. Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI by Business Associate or any of its officers, directors, employees, subcontractors or agents. All notifications of Breach of Unsecured PHI will be made by Business Associate to Covered Entity within two (2) days of discovery (as defined in 45 C.F.R. § 164.410). All notifications will comply with Business Associate's obligations under, and include the information specified in, Section 13402 of HITECH and 45 C.F.R. § 164.410 and include any other available information that Covered Entity is required to include in its notification to individuals pursuant to 45 C.F.R. § 164.404(c). In the event of a Breach, Business Associate will cooperate with Covered Entity to notify, at Business Associate's expense, (i) individuals whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed, and (ii) the media, as required pursuant to 45 C.F.R. § 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach. Business Associate shall indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a Breach caused by Business Associate or its officers, directors, employees, subcontractors or agents.

Section 15. Minimum Necessary. Business Associate and its agents or subcontractors, if any, shall only request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure. Business Associate agrees, and it will ensure that its agents or subcontractors agree, to comply with Section 13405(b) of HITECH, any regulations issued thereunder or any guidance from the Secretary regarding what constitutes the definition of minimum necessary.

Section 16. Remuneration. Business Associate will not, except for payments from Covered Entity or health plans for services performed pursuant to this BAA, directly or indirectly receive remuneration in exchange for Covered Entity PHI. Business Associate will not use or disclose Covered Entity PHI for research or marketing purposes without first obtaining prior written approval from Covered Entity and obtaining the necessary authorizations from the affected individuals.

B. COVERED ENTITY OBLIGATIONS

Section 1. Privacy Practices. If and only to the extent applicable, Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

Section 2. Individual's Request. If and only to the extent applicable, Covered Entity shall notify Business Associate of any changes in, revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

Section 3. Restrictions of Covered Entity. If and only to the extent applicable, Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. TERM AND TERMINATION

Section 1. Term. This BAA shall become effective on the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Agreement(s).

Section 2. Termination Upon Breach of Provisions Applicable to Protected Health Information. This BAA may, in accordance with HIPAA including 45 C.F.R. section 164.504(e)(2)(iii), be immediately terminated by the Covered Entity upon written notice to Business Associate if Covered Entity in its sole discretion, determines that Business Associate has breached a material term of this BAA. Alternatively, in its sole discretion, Covered Entity may give five (5) days written notice to Business Associate in the event that the Business Associate breaches any provision contained in this BAA and such breach is not cured within such five (5) day period upon mutually agreeable terms. Covered Entity shall also have the option to immediately stop all further disclosures of Protected Health Information to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this BAA. In the event that termination of this BAA is not feasible, in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary, notwithstanding any other provision of this BAA to the contrary.

Section 3. Return or Destruction of Protected Health Information upon Termination. Unless otherwise directed by Covered Entity, upon termination of this BAA, Business Associate shall either return or destroy all Protected Health Information received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity and which Business Associate maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractor, contractors or agents of the Business Associate. Business Associate shall not retain any copies of such Protected Health Information. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that the Covered Entity agrees that it is not feasible for Business Associate to return or destroy such Protected Health Information, the terms and provisions of this BAA shall survive such termination or expiration and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information, for so long as Business Associate maintains such Protected Health Information.

VI. GENERAL PROVISIONS

Section 1. **Effect.** The terms and provisions of this BAA shall supersede any other conflicting or inconsistent terms and provisions in any agreement(s) relating to the confidentiality of Protected Health Information between the Parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

Section 2. **Amendment.** Business Associate and Covered Entity agree to amend this BAA to the extent necessary to allow either party to comply with the Privacy Rule and the Security Rule promulgated or to be promulgated by the Secretary or other relevant regulations or statutes. All such amendments shall be made in a writing signed by both parties.

Section 3. **No Third Party Beneficiaries.** Business Associate and Covered Entity understand and agree that individuals who are the subject of Protected Health Information are not intended to be third party beneficiaries of this BAA.

Section 4. **Severability.** In the event that any provision of this BAA violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this BAA, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this BAA.

Section 5. **No Waiver.** No provision of this BAA may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

Section 6 **Governing Law.** This BAA shall be construed and governed in accordance with the laws of the State of Minnesota, excluding its conflict of laws provisions.

Section 7. **Assignment.** This BAA shall not be assigned by Business Associate without the prior written consent of Covered Entity.

Section 8. **Relationship of the Parties.** The relationship of Business Associate and Covered Entity is that of independent contractors and all acts performed by Business Associate shall be performed in its capacity as an independent contractor.

Section 9. **Counterparts; Facsimile Signature.** This BAA may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

Section 10. **Interpretation.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this BAA to be executed by their duly authorized representatives.

BUSINESS ASSOCIATE

BY: _____

Title: _____

Date: _____

COVERED ENTITY

BY: _____

Title: _____

Date: _____

EXHIBIT 2

FEEES FOR SECURITY SERVICES

[to be added]

EXHIBIT 2 FEES FOR SECURITY SERVICES

CITY OF GRAND RAPIDS POLICE DEPARTMENT-10 Hour Service

		PROPOSED 2014 BUDGET	PROPOSED 2015 BUDGET	PROPOSED 2016 BUDGET	PROPOSED 2017 BUDGET	PROPOSED 2018 BUDGET	
PERSONNEL							
	TOTAL PERSONNEL	1.)	169,512	175,602	181,996	184,928	191,884
4.)	SUPPLIES & MATERIALS						
	TOTAL SUPPLIES & MATERIALS	2.)	16,140	9,100	9,100	9,100	9,100
4.)	OTHER CHARGES & SERVICES						
	TOTAL OTHER CHARGES & SERV	3.)	22,151	22,760	23,400	23,693	24,388
TOTAL EXPENDITURES			207,803	207,462	214,496	217,721	225,372

***Two Full time - Two Part time**

- 1.) Will be invoiced in 1/12th increments starting June 1, 2014.
- 2.) Will be invoiced on date of agreement approval at 100%.
- 3.) Will be invoiced on date of agreement approval at 100%.
- 4.) In years 2015 - 2018, these items will be invoiced at 100% on January 1st of each year.

Over-time Rates:

2014 - \$40.83/hr
 2015 - \$42.41/hr
 2016 - \$44.08/hr
 2017 - \$45.84/hr
 2018 - \$47.71/hr



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0354 **Version:** 1 **Name:** Authorize the police department to fill police officer vacancies allowing for 2014 staffing levels to be maintained at 20 full-time licensed officers.

Type: Agenda Item **Status:** Police

File created: 3/19/2014 **In control:** City Council

On agenda: 3/24/2014 **Final action:**

Title: Authorize the police department to fill police officer vacancies allowing for 2014 staffing levels to be maintained at 20 full-time licensed officers.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Authorize the police department to fill police officer vacancies allowing for 2014 staffing levels to be maintained at 20 full-time licensed officers.

Background Information:

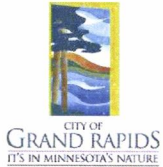
As part of the approved 2014 police budget, the police department has budgeted for 20 full-time licensed officers. Typically as police officer vacancies arise, the police department requests council permission to fill such vacancies. With several anticipated police officer vacancies in 2014, the police department would like council authorization to fill these vacancies as they arise from the certified Civil Service List of Candidates. Once a police candidate has been selected, the hiring of this candidate would be brought before the council for final approval and hire.

Staff Recommendation:

It is staff recommendation to allow the police department fill police officer vacancies as they arise from the certified list of candidates.

Requested City Council Action

Please consider authorizing the police department to fill 2014 budgeted police officer vacancies as they arise in the 2014 calendar year. The filling of these vacancies shall not to exceed 20 full-time licensed officers.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0355 **Version:** 1 **Name:** Appointment of Renee Patrow to the position of Accountant.
Type: Agenda Item **Status:** Administration Department
File created: 3/19/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Appointment of Renee Patrow to the position of Accountant.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Appointment of Renee Patrow to the position of Accountant.

Background Information:

With the recent promotion of Laura Pfeifer to the Assistant Finance Director position, the Accountant position has remained vacant. Finance Director Barb Baird, Assistant Finance Director Laura Pfeifer, and Human Resources Lynn DeGrio have interviewed candidates for the vacancy. They are recommending the hiring of Renee Patrow to the position.

Renee is a graduate of Floodwood High School and received her Associate's Degree from Itasca Community College. She then went on to receive her Bachelors Degree in Accounting from Bemidji State University. She also earned a certificate as a Certified Public Accountant, which is currently inactive.

Renee has been employed at Lake States Tree Service, Inc. for the past 18 years where she currently holds the position of Controller. Prior to the position of Controller, Renee held an Accounting Clerk position where her job duties included accounts receivable, accounts payable, payroll and various clerical roles.

In her current role, Renee has developed the ability to prioritize and multi-task and has been given much independence in performing the many duties assigned to her, which is imperative for the position of Accountant with the City of Grand Rapids.

Staff Recommendation:

City Administrator Tom Pagel, Finance Director Barb Baird, Assistant Finance Director Laura Pfeifer, and Human Resources Director Lynn DeGrio are recommending the appointment of Renee Patrow to the position of Accountant.

Requested City Council Action

Consider appointing Renee Patrow to the position of Accountant effective April 14, 2014 at a starting wage as per the Clerical Union Bargaining Agreement.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0358 **Version:** 1 **Name:** City Hall Bathroom Additions
Type: Agenda Item **Status:** Administration Department
File created: 3/20/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Approve additional work tasks to the City Hall bathroom ADA project

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Approve additional work tasks to the City Hall bathroom ADA project

Background Information:

The original quote to make the upper bathrooms at city hall ADA compliant only included motion sensor facet on the toilets. The additional cost to replace old faucet both in the upper and lower bathrooms along with the toilets in the lower bathroom are an additional \$2,076. In addition, it would be cost effective to update the tile flooring in the upper bathrooms at a cost of \$3,500. These additions would bring the contract from \$17,300 to \$22,876.

Staff Recommendation:

City staff is recommending the additions described above.

Requested City Council Action

Consider approving the additional replacement of facets and tile and increasing the contract for the City Hall ADA bathroom project to \$22,876.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0335 **Version:** 1 **Name:** Conduct a public hearing to consider the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.
Type: Public Hearing **Status:** Public Hearing
File created: 3/17/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Conduct a public hearing to consider the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.
Sponsors:
Indexes:
Code sections:
Attachments: [MLB-LLC Vacation: Maps](#)
[MLB-LLC Vacation: Review Committee Comments](#)
[MLB-LLC Vacation: Application/Petition](#)

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

Conduct a public hearing to consider the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.

Background Information:

Mr. Michael Brandt, d.b.a. MLB, LLC submitted a valid petition on February 5, 2014 requesting the vacation of the following described public right-of-way:

That portion of the north-south alley within Block 4, Town of Grand Rapids which is southerly of a line that is 25.0 feet southerly of the main track centerline of the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) as it is now located and constructed.

As stated within the attached Public Vacation Application, the requested vacation of the undeveloped portion of alley right-of-way will alleviate title objections, relating to the sale of the property.

As described in the attached email correspondence, the Public Utilities Commission supports the petitioned vacation, contingent on the City retaining an aerial utility easement over the entire area to be vacated. This easement would allow for the maintenance of an existing 4,160 volt feeder line running through the right-of-way, over the Globe Drug Building, until such time as the line is reconstructed underground.

There were no concerns or objections regarding the petitioned right-of-way vacation from the remaining members of the staff review committee which consists of the Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.

On March 6, 2014 the Planning Commission formally reviewed the proposed vacation and recommended to the City Council approval of the vacation as petitioned, based on certain findings of fact, which are incorporated into the draft resolution and subject to the staff review committees recommended condition: the City retain an aerial utility easement over the entire portion of alley to be vacated.

Requested City Council Action

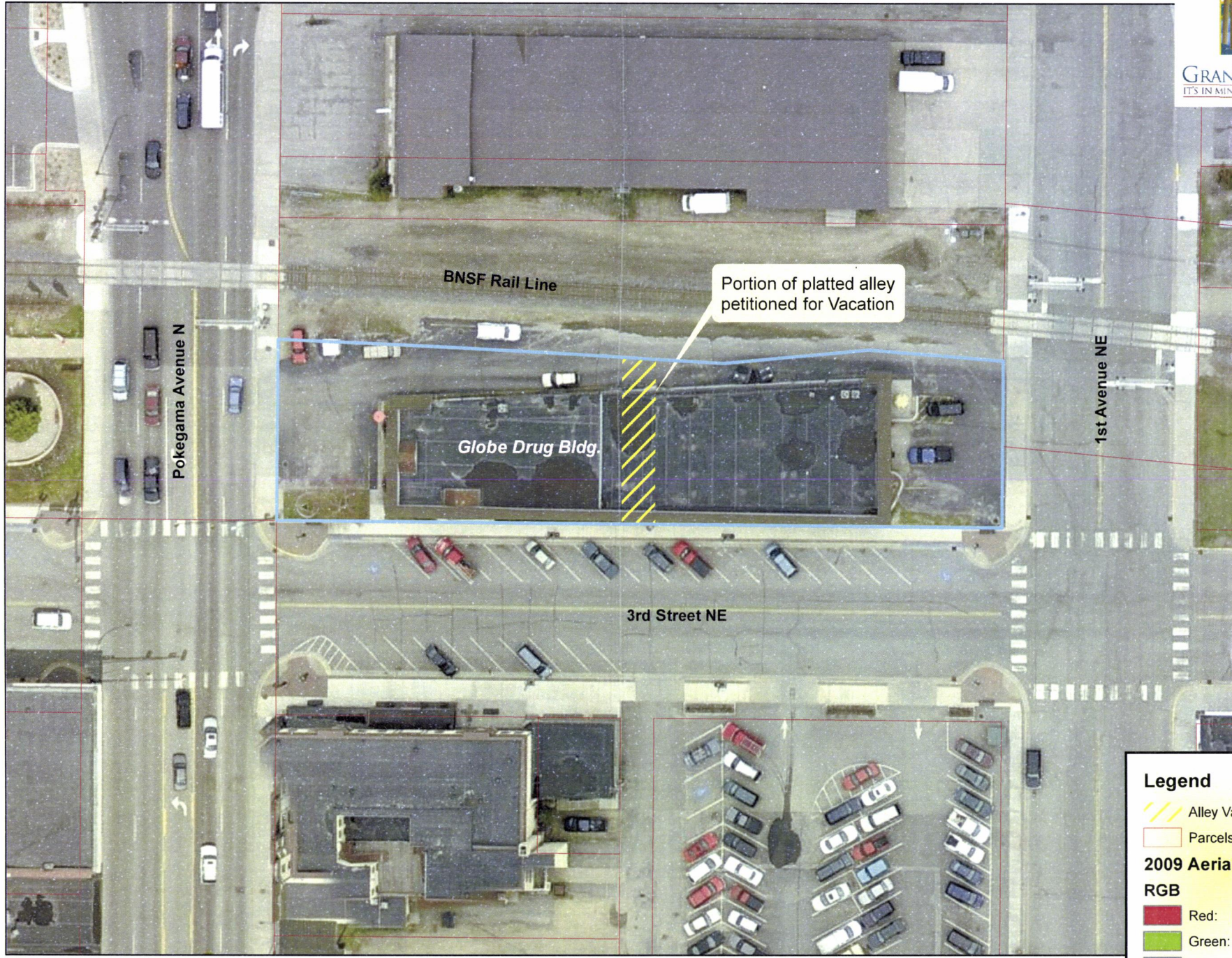
Conduct a public hearing to consider the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.

Block 4, Town of Grand Rapids

(Vacation Request: portion of platted alley)



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



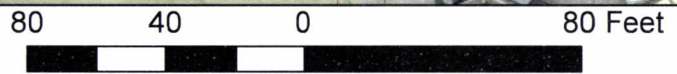
Legend

- Alley Vacation Area
- Parcels

2009 Aerial Photo

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3



PLAT OF GRAND RAPIDS MINNESOTA.

PIKE-STURTEVANT CIVIL ENGINEERS.

Minneapolis, Minn.

MAY, 1883.

Scale 200ft per inch

We, G.G. Hartley and Corina E. his wife, B.F. Hartley and Sarah A. his wife, F. McFadden and Julia R. his wife, R.B. Thompson and Jennie, his wife, all of Brown, Minn., and J.J. Ross and Jessie C. his wife of Ancker, Minn., owners and proprietors of the following described property, to-wit: Lots 3, 4, 5, and 6 Section 20, and Lot 7 in Section 20, Township 55, Range 55, have caused this same to be surveyed and plotted as lots and of Grand Rapids Minnesota, do hereby dedicate the Streets and Alleys in the public use hereafter.

Witness our hands and seal this 22nd day of Sept. A.D. 1883.

G.G. Hartley (Seal)	Corina E. Hartley (Seal)
B.F. Hartley (Seal)	Sarah A. Hartley (Seal)
F. McFadden (Seal)	Julia R. McFadden (Seal)
R.B. Thompson (Seal)	Jennie C. Thompson (Seal)
J.J. Ross (Seal)	Jessie C. Ross (Seal)

State of Minnesota
County of Hennepin

Be it known that on the 22nd day of Sept. A.D. 1883 personally appeared before me, G.G. Hartley and Corina E. his wife, B.F. Hartley and Sarah A. his wife, F. McFadden and Julia R. his wife, R.B. Thompson and Jennie, his wife, and J.J. Ross and Jessie C. his wife, in me personally known to be the identical individuals who signed the above dedication and acknowledged the same to another free act and deed.

William M. Fadden
Register of Deeds
Crow Wing County, Minnesota

I, G.W. Sturtevant, of the firm of Pike and Sturtevant hereby certify that I have surveyed Lots 3, 4, 5, and 6 Section 20, and Lot 7 in Section 20, Township 55 Range 55 and have subdivided the same into Blocks, Lots, Streets and Alleys, and the annexed Plat is a correct representation of said Survey. All dimensions are in feet and decimals of feet. Witness my hand and seal this 22nd day of September, A.D. 1883.

(Seal) G.W. Sturtevant
Civil Engineer

State of Minnesota
County of Hennepin
City of Minneapolis

Be it known that on the 22nd day of September A.D. 1883, appeared before me, G.W. Sturtevant, in me personally known to all the identical individuals who signed the above certificate and acknowledged that he signed the same freely and voluntarily.

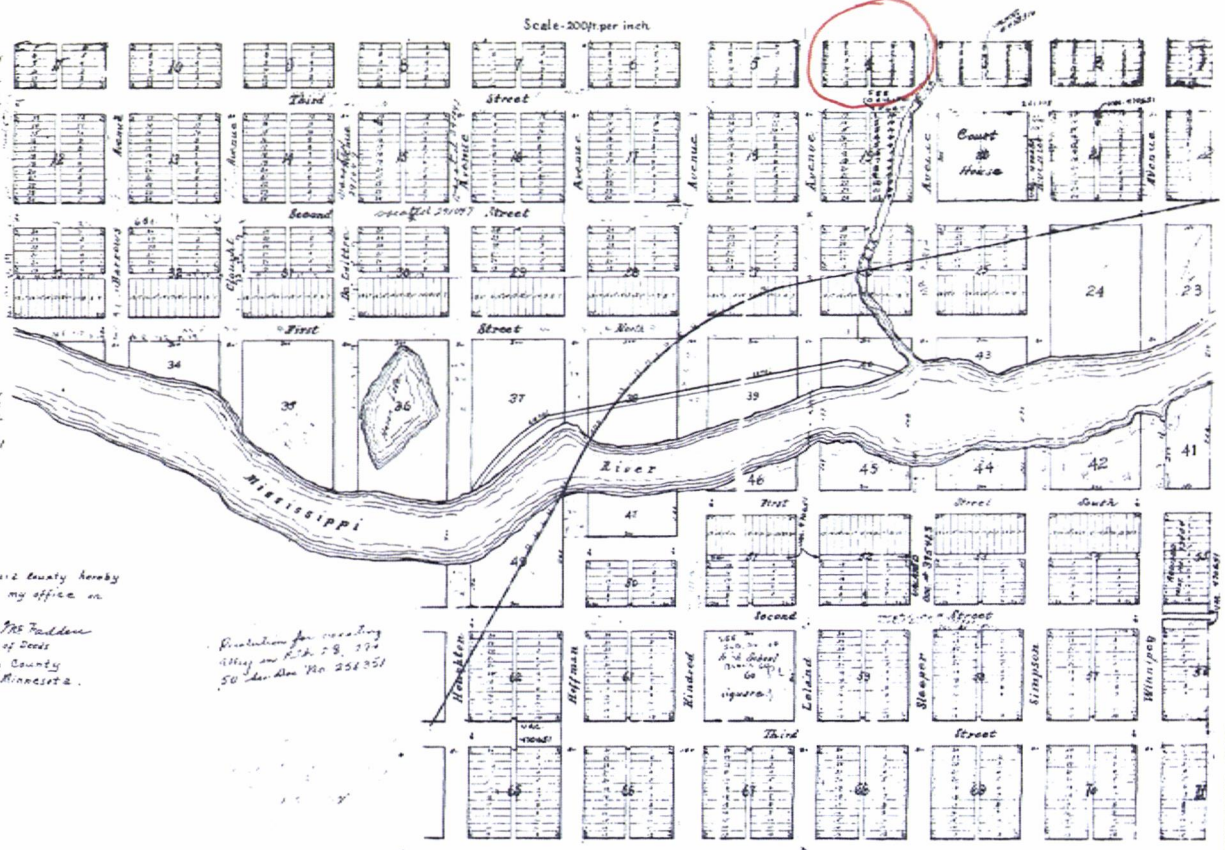
George H. Willard
Notary Public
Hennepin County

State of Minnesota
County of Crow Wing
City of Brainerd

I, William M. Fadden, Register of Deeds for said County hereby certify that the annexed Plat was filed for record in my office on the 22nd day of September A.D. 1883.

William M. Fadden
Register of Deeds
Crow Wing County
Minnesota.

Resolution for recording
May 28, 1883
50 Minn. Stat. No. 224 251



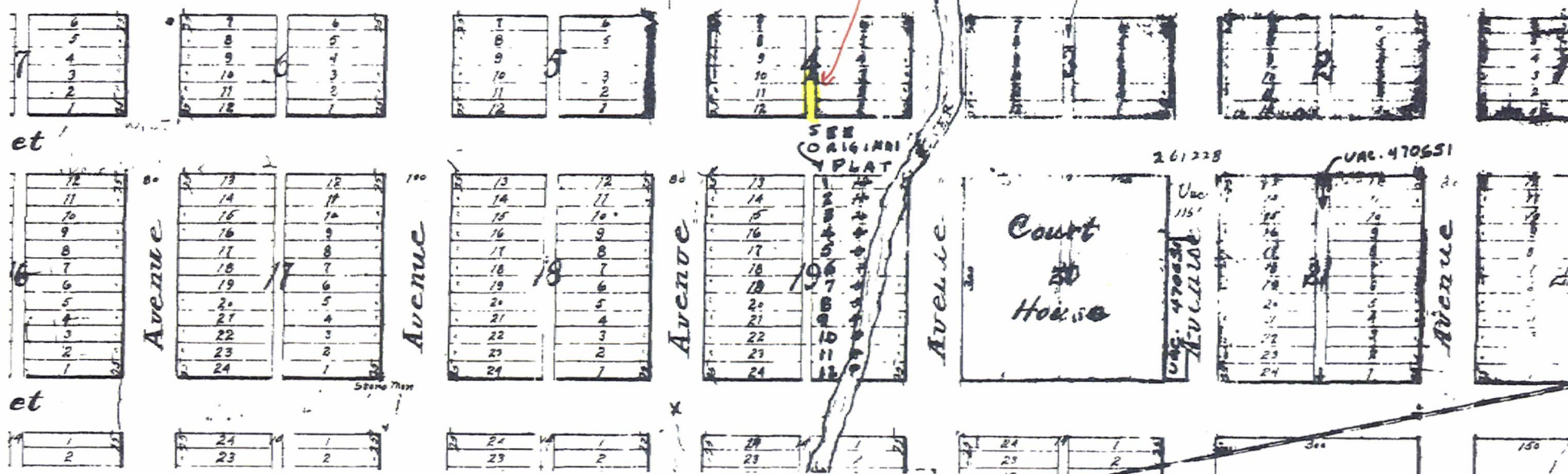
D RAPIDS NESOTA.

EVANT CIVIL ENGINEERS.

neapolis, Minn.

MAY,
1883

Scale - 200ft. per inch.



Eric Trast

From: Rob Mattei
Sent: Wednesday, February 12, 2014 3:23 PM
To: Eric Trast
Subject: FW: Various Petitions for Vacations of Platted Property

Rob Mattei
Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621
rmattei@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com
www.grandrapidseda.com

-----Original Message-----

From: atward@grpuc.org [mailto:atward@grpuc.org]
Sent: Wednesday, February 12, 2014 2:56 PM
To: Rob Mattei
Cc: Denny Doyle; JJGoodell@grpuc.org
Subject: Various Petitions for Vacations of Platted Property

Mr. Mattei:

GRPUC Staff reviewed the various petitions for vacation requests and provide the following comments and concerns for each:

Michael Brandt, MLB, LLC, Block 4

GRPUC has a three phase 4160 volt feeder line running through this right of way over the top of the Globe Drug building. If this was vacated, GRPUC would require an aerial easement for this power line until this line is reconstructed underground to feed businesses and street lights to the south.

Adeline Roy, N/S Alley and 18th Street SE

The only electrical system running through this right of way is the secondary underground feeder which powers Adeline Roy's house. There is no issue vacating this right of way.

Maintain a 20 ft easement for water and sewer off of 2nd Ave SE in the area of the current water and sewer stubs for future main and service extensions for this property.

Eric Trast

From: Rob Mattei
Sent: Monday, February 10, 2014 1:52 PM
To: Eric Trast
Subject: FW: Petitioned Vacation

Rob Mattei

Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621
rmattei@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



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

From: Jim Denny
Sent: Monday, February 10, 2014 11:48 AM
To: Rob Mattei
Subject: Petitioned Vacation

Rob,

I have reviewed the petitioned vacation by Mr. Michael Brandt. I do not have any public safety concerns with this request.

Jim Denny

Chief of Police
Grand Rapids Police Department
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-3464
Mobile: 218-360-0174
Fax: 218-326-7610
jdenny@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com

Eric Trast

From: Rob Mattei
Sent: Monday, February 10, 2014 1:55 PM
To: Eric Trast
Subject: FW: Petitioned Vacation of N/S Alley within Block 4

Rob Mattei

Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621
rmattei@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



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

From: Steve Flaherty
Sent: Monday, February 10, 2014 1:54 PM
To: Rob Mattei
Cc: Jeff Davies; Jim Denny; Julie Kennedy; Tony Ward; Bryan Zuehlke
Subject: Petitioned Vacation of N/S Alley within Block 4

Rob,

I have reviewed the request for this petition and find no issues with this from a public safety standpoint.

Steve Flaherty

Fire Chief
Grand Rapids Fire Department
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7639
Mobile: 218-780-6705
Fax: 218-326-7608
sflaherty@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



Public Vacation Application
 Community Development Department
 420 North Pokegama Ave.
 Grand Rapids, MN 55744
 Tel. (218) 326-7601 Fax (218) 326-7621
 Web Site: www.grandrapidsmn.org

General Information:

MLB, LLC
 Name of Applicant
PO Box 966
 Address
Coleraine, MN 55722
 City State Zip
(218) 360-1112
 Business Telephone/e-mail address

Winger & Peacock Property Holdings, LLC
 Name of Owner (If other than applicant)
13 East Spruce Street, Suite 102
 Address
Chippewa Falls, WI 54729-2579
 City State Zip
 Business Telephone/e-mail address

Please check which of the following you are applying for:

- Street Vacation Alley Vacation Easement Vacation

Provide a legal description of the property to be vacated (for example, the North-South alley adjacent to lots 8-12, block 5, Grand Rapids 5th Division). Attach an exhibit and/or electronic file if the legal description is lengthy.
See Exhibits Attached Here To

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

[Signature]
 Signature(s) of Applicant(s)

2-4-14
 Date

Signature(s) of Owner(s)-(If other than applicant)

Date

FEB - 5 2014

Date Received _____ Certified Complete 2/5/14 Office Use Only Fee Paid 505⁰⁰

Does the boundary of the requested vacation terminate at or about a public water body: Yes No

Planning Commission Recommendation Approved _____ Denied _____ Meeting Date 3/6/2014

City Council Action Approved _____ Denied _____ Meeting Date _____

Summary of Special Conditions of Approval: _____

Required Submittals:

- Application Fee - \$505.00 *¹ Location Map Petition for Vacation
 Proof of Ownership – (a copy of a property tax statement or deed will suffice)

**¹The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

Justification of Proposed Vacation: Please answer the following question (attach additional pages if needed). The Planning Commission and City Council will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

1. Explain why the proposed vacation would be in the public's best interest. Please refer to the factors being considered by the Planning Commission and City Council that are listed on the final page of this application.
- ° The alley lies under a building and is not needed for traffic, pedestrian, or utility purposes.
 - ° Vacating the alley will reduce the land on the tax rolls
 - ° Vacating the alley will facilitate economic development by allowing the commercial building to stay as is and be sold without any title objections.

Additional Instructions:

Prior to submitting your Petition for Vacation, you will need to arrange for one or more preliminary meetings with the Community Development Director. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Is the street right-of-way needed for traffic purposes?
- Is the street right-of-way needed for pedestrian purposes?
- Is the street right-of-way needed for utility purposes?
- Would vacating the street right-of-way place additional land on the tax rolls?
- Would vacating the street right-of-way facilitate economic development in the City?

In cases where a street/alley or public right –of-way is adjacent to a public water (lake or river), the City will also give consideration to comments submitted by the Minnesota Department of Natural Resources.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

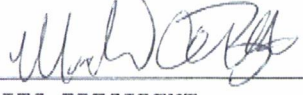
Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission's review of the vacation. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.


Petition for Vacation

PETITION FOR VACATION OF (PART OF) NS ALLEY (STREET/ALLEY/EASEMENT) IN THE CITY OF GRAND RAPIDS.

To the City Council of Grand Rapids, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on NS ALLEY (Street/Alley/Easement), respectfully petition the City Council to vacate the aforesaid (part of) NS ALLEY (Street/Alley/Easement).

Names (If not owner, describe nature of the interest in this property)	Description of Property
<u>MLB, LLC / BY: </u> ITS PRESIDENT	<u>PART OF NS ALLEY, BLK 4,</u> <u>PLAT OF GRAND RAPIDS.</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Received on the 5 day of February, 2024.

City Clerk

*This petition must be signed by at least **FIFTY PERCENT (50%)** of the property owners, or those with property interests abutting the property (street, alley or easement) to be vacated. Please provide the appropriate number of names and addresses and signatures, as needed to meet this requirement (attach additional sheet if necessary).*

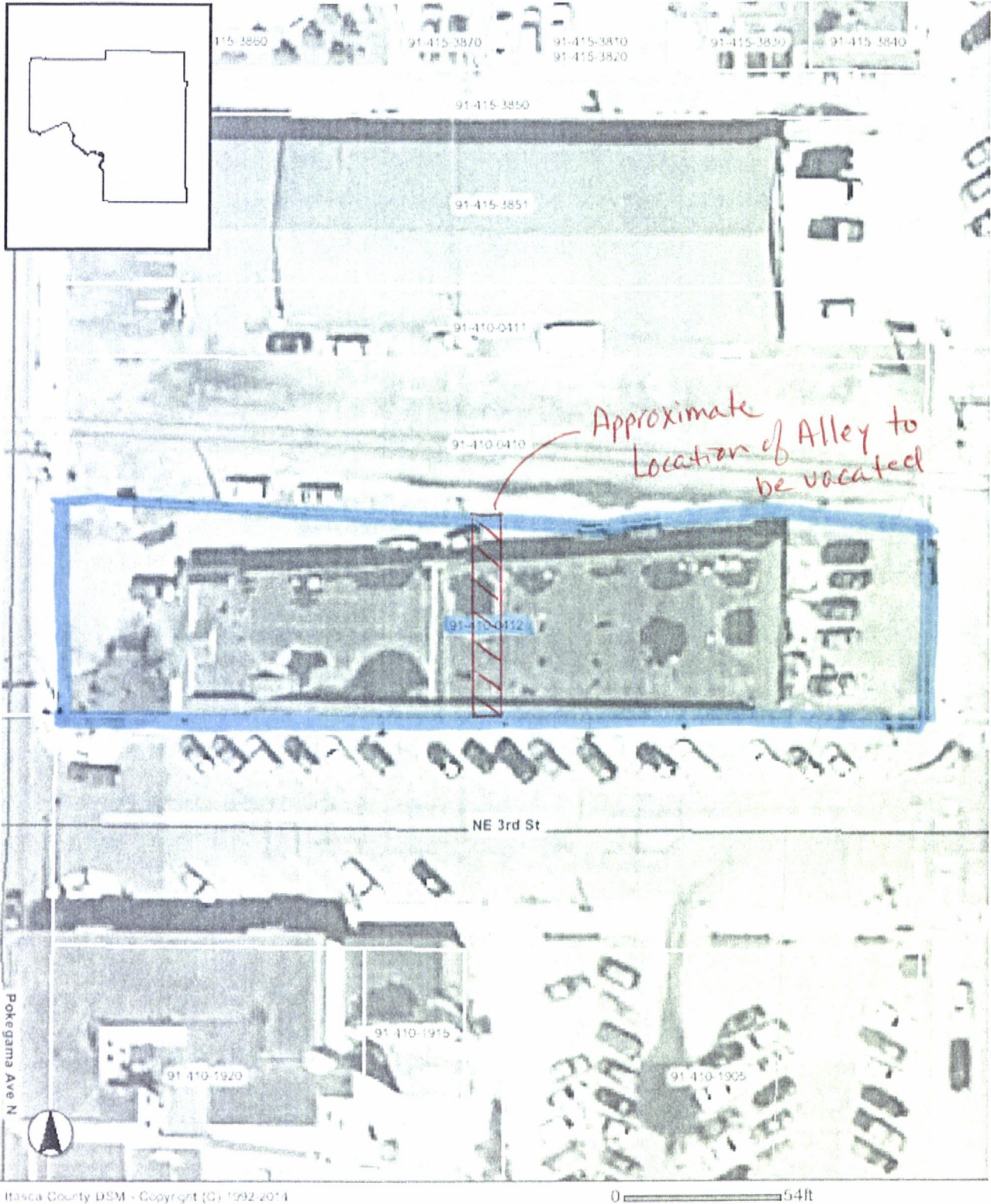
EXHIBIT "A"

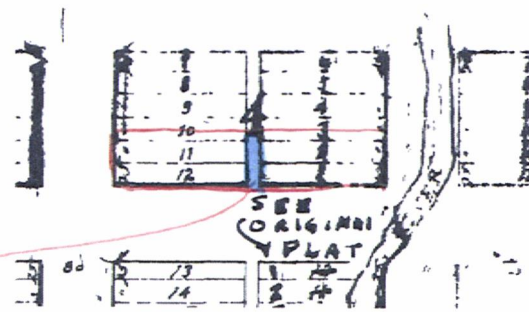
All of Lots 1, 2, 11 and 12, Block 4 of Grand Rapids, Itasca County, Minnesota, according to the plat thereof on file in the office of the Register of Deeds in and for said County, and those portions of Lots 3 and 10, said Block 4, together with the North-South alley in said Block 4, lying Southerly of the hereinafter described "Line A"

"Line A" Description

Beginning at a point on the West line of said Block 4, also being the East line of Pokegama Avenue, distant 25.0 feet Southerly, as measured radially from The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed; thence Easterly along a line drawn concentric with and distant 25.0 feet Southerly, as measured radially from said Main Tract centerline 185.0 feet; thence Easterly along a straight line 60.0 feet to a point 15.0 feet Southerly, as measured radially from said Main Track centerline; thence Easterly along a line drawn concentric with and 15.0 feet Southerly, as measured radially from said Main Track centerline to the East line of said Block 4, also being the West line of First Avenue East, and there terminating.

Together with and subject to easements, restrictions and reservations of record.





Alley to be vacated

91-410-0412

0000637415

NO
CERTIFICATE OF REAL
ESTATE VALUE REQUIRED
Jeffrey T. Walker, Auditor/Treasurer
Cindy Shorch
Deputy

OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

CERTIFIED, FILED, AND
RECORDED ON
09/23/2009 11:00:00AM
FILE #

PAGES 3
REC FEES \$46.00

LINDA NIELSEN
ITASCA COUNTY RECORDER

BY SW Dep

No Delinquent Taxes and Transfer Entered
This 23 Day of Sept, 2009
Jeffrey T. Walker County Auditor/Treasurer
By Cindy Shorch
Deputy Auditor/Treasurer

Miller/Davis Company - Minneapolis, MN - (612) 312-1570
Minnesota Uniform Conveyancing Blanks
Form 10.3.2 (2006) (28-M)

QUIT CLAIM DEED
Individual(s) to Business Entity (Top 3 inches reserved for recording data)

DEED TAX DUE: \$ 1.65 DATE: 9/2/2009
(month/day/year)

FOR VALUABLE CONSIDERATION, Michael A. Brandt and Lisa A. Brandt, husband and wife.
(insert name and marital status of each Grantor)
_____, ("Grantor"),

hereby conveys and quitclaims to MLB, LLC
(insert name of each Grantee)
a Limited Liability Company under the laws of Minnesota, ("Grantee"),

real property in Itasca County, Minnesota, legally described as follows:
See Schedule "A" for legal description.

Check here if all or part of the described real property is Registered (Torrens)
together with all hereditaments and appurtenances.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor
Michael A. Brandt
(signature)

Lisa A. Brandt
(signature)

STATE DEED TAX REC # 60803
\$ 1.65 PAID 9-23-09
Amount Date

Jeffrey T. Walker, Itasca Co. Auditor/Treasurer
By Mara Graeber Deputy

WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.

Page 1

Asc

RECEIVED SEP 23 2009

3

State of Minnesota, County of Itasca

This instrument was acknowledged before me on _____, by Michael A. Brandt and Lisa A. Brandt
(month/day/year)

husband and wife. _____
(insert name and marital status of Grantor)

(Seal, if any)



Rochele Wimmer
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

(insert name and address of Grantee to whom tax statements should be sent)

MLB, LLC
Michael and Lisa Brandt
PO Box 966, 124 Eagle Point Road
Coleraine, MN 55722

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

John P. Dimich, #22962
Attorney At Law
Dimich Law Office
423 NE 4th Street, Suite 3
Grand Rapids, MN 55744
218-326-1765/218-326-1766

Schedule "A" Legal Description

All of Lots 1, 2, 11 and 12, Block 4 of Grand Rapids, Itasca County, Minnesota, according to the plat thereof on file in the office of the Register of Deeds in and for said County, and those portions of Lots 3 and 10, said Block 4, together with the North-South alley in said Block 4, lying Southerly of the hereinafter described "Line A".

"Line A" Description

Beginning at a point on the West line of said Block 4, also being the East line of Pokegama Avenue, distant 25.0 feet Southerly, as measured radially from The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as now located and constructed; thence Easterly along a line drawn concentric with and distant 25.0 feet Southerly, as measured radially from said Main Track centerline 185.0 feet; thence Easterly along a straight line 60.0 feet to a point 15.0 feet Southerly, as measured radially from said Main Track centerline; thence Easterly along a line drawn concentric with and 15.0 feet Southerly, as measured radially from said Main Track centerline to the East line of said Block 4, also being the West line of First Avenue East, and there terminating.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0336 **Version:** 1 **Name:** Consider the adoption of a resolution either approving or denying the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.

Type: Agenda Item **Status:** Public Hearing

File created: 3/17/2014 **In control:** City Council

On agenda: 3/24/2014 **Final action:**

Title: Consider the adoption of a resolution either approving or denying the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments: [MLB-LLC Vacation: Resolution](#)

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

Consider the adoption of a resolution either approving or denying the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids.

Background Information:

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

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the resolution as prepared, or the Council can make its own findings to support its reasons for approving or denying the petitioned right-of-way vacation.

Requested City Council Action

Adopt a resolution approving the vacation of a portion of platted alley right-of-way within the plat of Town of Grand Rapids as petitioned.

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

RESOLUTION NO. 14-__

A RESOLUTION VACATING A PORTION OF A PLATTED ALLEY WITHIN BLOCK 4, TOWN OF GRAND RAPIDS

WHEREAS, the City Planning Commission, at a their regular meeting on March 6, 2014 reviewed the vacation request for public right-of-way described as:

That portion of the north-south alley within Block 4, Town of Grand Rapids which is southerly of a line that is 25.0 feet southerly of the main track centerline of the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) as it is now located and constructed;

WHEREAS, the Planning Commission found the vacation to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacation; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on March 24, 2014, to consider the vacation of the public right-of-way described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacation were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that the vacation is in the best interest of the public's health, safety, and general welfare, and hereby vacate the above described public right-of-way based on the following findings of fact:

- The alley right-of-way is not needed for traffic purposes, as it is occupied by a building.
- The alley right-of-way is not needed for pedestrian purposes, as it is occupied by a building.
- The alley right-of-way is needed for utility purposes, thus an aerial easement shall be retained over the portion of vacated alley.
- Vacating the alley right-of-way will not put additional land on the tax rolls, but will alleviate title objections, relating to the sale of the property.
- Vacating alley right-of-way will could potentially facilitate additional economic development on the property.

AND BE IT FURTHER RESOLVED, that;

1. The City retain an aerial utility easement over the entire portion of alley to be vacated.
2. The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

Adopted by the Council this 24th day of March, 2014.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____ ; and the following voted against same: _____ ; whereby the resolution was declared duly passed and adopted.

This document was drafted by:
Eric Trast, Community Development Specialist
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	14-0337	Version:	1	Name:	Conduct a public hearing to consider the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.
Type:	Public Hearing	Status:		Status:	Public Hearing
File created:	3/17/2014	In control:		In control:	City Council
On agenda:	3/24/2014	Final action:		Final action:	
Title:	Conduct a public hearing to consider the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Roys Acres Vacation: Map Roys Acres Vacation: Review Committee Comments Roys Acres Vacation-Application				

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

Conduct a public hearing to consider the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.

Background Information:

The estate of Ms. Adeline Roy submitted a valid petition on January 17, 2014 requesting the vacation of the following described public right-of-ways and bordering easements:

N/S Alley adjacent to Lot 2 and Lots 3-6, Block 1 and Outlot A; and 18th Street SE adjacent to Lot 6, Block 1, Lot 1, Block 2, and Outlot A all in First Addition to Roy's Acres, Itasca County, Minnesota;

And;

All utility easements bordering said alley and 18th Street SE

As stated within the attached Public Vacation Application, it is anticipated by the petitioners, that the requested vacations, if approved, would make the properties more marketable and desirable for development.

Additionally, the petitioners have requested the "vacation" of the September 2, 2003 Subdivision Agreement, which was entered in to at the time of Final Plat approval. Generally, the Subdivision Agreement outlines the timing and construction of required improvements (streets, utility infrastructure, stormwater infrastructure) within a plat. As the only right-of-ways within First Addition to Roy's Acres are being petitioned for vacation, there does not appear to be a need to maintain the Subdivision Agreement.

There were no concerns or objections regarding the petitioned right-of-way vacation or the public use easement from the staff review committee which consists of the Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.

On March 6, 2014 the Planning Commission formally reviewed the proposed vacations and recommended to the City Council approval of the vacations as petitioned, based on certain findings of fact, which are incorporated into the draft

resolution and, additionally recommended that: the Subdivision Agreement entered into on September 2, 2003, between the City of Grand Rapids and Mr. and Mrs. Richard Roy, be terminated. (This recommendation is also reflect within the draft resolution)

Requested City Council Action

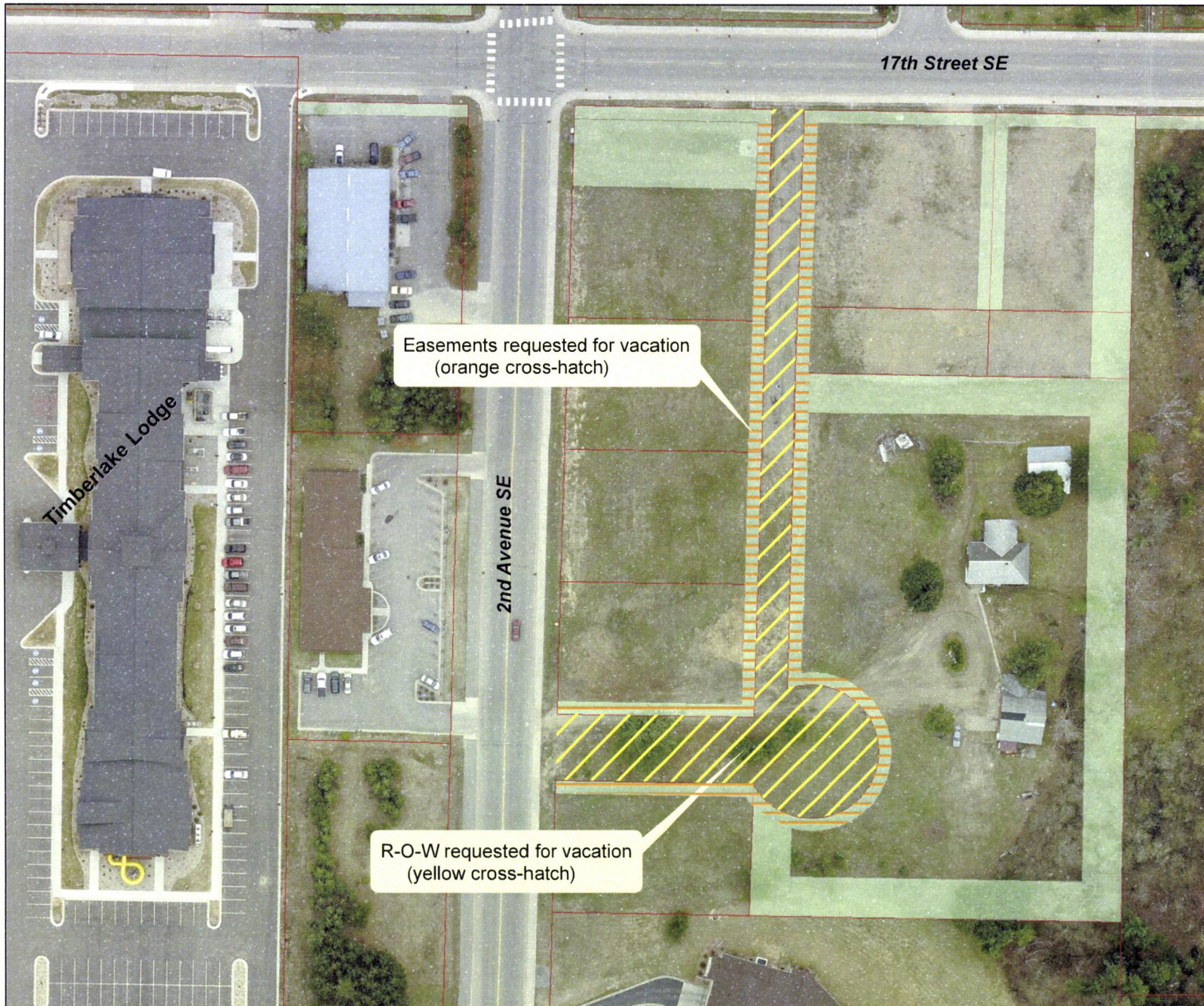
Conduct a public hearing to consider the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.

Roy's Acres Vacation Request

(Street and Alley R-O-W & Adj. Easements)



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



Easements requested for vacation
(orange cross-hatch)

R-O-W requested for vacation
(yellow cross-hatch)

Legend

Easements
<all other values>

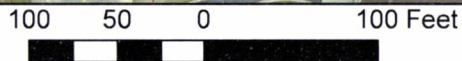
Status

- Active
- Pending
- Parcels

2009 Aerial Photo

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3



Eric Trast

From: Rob Mattei
Sent: Tuesday, January 28, 2014 8:41 AM
To: Eric Trast
Subject: FW: Petitioned vacation of Platted Alley, Street ROW, and adjacent Easements to said ROW within the Plat od 1st Addition to Roy's Addition

Rob Mattei

Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621
rmattei@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



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

From: Jeff Davies
Sent: Tuesday, January 28, 2014 8:02 AM
To: Rob Mattei
Subject: Petitioned vacation of Platted Alley, Street ROW, and adjacent Easements to said ROW within the Plat od 1st Addition to Roy's Addition

Rob,

I support the improvements shown on the First Addition to Roy's Acres outline in the petition dated January 24, 2014.

Jeff Davies

Public Works Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7480
Mobile: 218-259-8688
Fax: 218-326-7688
jdavies@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com

Eric Trast

From: Rob Mattei
Sent: Monday, January 27, 2014 10:08 AM
To: Eric Trast
Subject: Fwd: Petitioned Vacation

Rob Mattei
Community Development Director
City of Grand Rapids
(218) 244-2924 cell

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: Petitioned Vacation
From: Jim Denny <jdenny@ci.grand-rapids.mn.us>
To: Rob Mattei <rmattei@ci.grand-rapids.mn.us>
CC:

Rob,

I have reviewed the petitioned vacations for the plat of 1st addition to Roy's Acers and Kearney's 1st addition. I see no law enforcement issues or concerns.

Thanks,

Jim Denny
Chief of Police
Grand Rapids Police Department
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-3464
Mobile: 218-360-0174
Fax: 218-326-7610
jdenny@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



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

Eric Trast

From: Rob Mattei
Sent: Monday, February 10, 2014 1:54 PM
To: Eric Trast
Subject: FW: Petitioned Vacation of 1st Addition to Roy's Acres

Rob Mattei

Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621
rmattei@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



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

From: Steve Flaherty
Sent: Monday, February 10, 2014 1:53 PM
To: Rob Mattei
Cc: Jeff Davies; Jim Denny; Tony Ward; Julie Kennedy; Bryan Zuehlke
Subject: Petitioned Vacation of 1st Addition to Roy's Acres

Rob,

I have reviewed the request for this petition and find no issues with this from a public safety standpoint.

Steve Flaherty

Fire Chief
Grand Rapids Fire Department
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7639
Mobile: 218-780-6705
Fax: 218-326-7608
sflaherty@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com

Eric Trast

From: Rob Mattei
Sent: Wednesday, February 12, 2014 3:23 PM
To: Eric Trast
Subject: FW: Various Petitions for Vacations of Platted Property

Rob Mattei
Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621
rmattei@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com
www.grandrapidseda.com

-----Original Message-----

From: atward@grpuc.org [<mailto:atward@grpuc.org>]
Sent: Wednesday, February 12, 2014 2:56 PM
To: Rob Mattei
Cc: Denny Doyle; JJGoodell@grpuc.org
Subject: Various Petitions for Vacations of Platted Property

Mr. Mattei:

GRPUC Staff reviewed the various petitions for vacation requests and provide the following comments and concerns for each:

Michael Brandt, MLB, LLC, Block 4

GRPUC has a three phase 4160 volt feeder line running through this right of way over the top of the Globe Drug building. If this was vacated, GRPUC would require an aerial easement for this power line until this line is reconstructed underground to feed businesses and street lights to the south.

Adeline Roy, N/S Alley and 18th Street SE

The only electrical system running through this right of way is the secondary underground feeder which powers Adeline Roy's house. There is no issue vacating this right of way.

Maintain a 20 ft easement for water and sewer off of 2nd Ave SE in the area of the current water and sewer stubs for future main and service extensions for this property.



CITY OF GRAND RAPIDS
LET'S ENJOY MINNESOTA'S NATURE

Public Vacation Application
Community Development Department
420 North Pokegama Ave.
Grand Rapids, MN 55744
Tel. (218) 326-7601 Fax (218) 326-7621
Web Site: www.grandrapidsmn.org

General Information:

The Estate of Decline Roy

Name of Applicant

12.5 NE 11th AVE, Apt

Address

Grand Rapids, MN 55744

City State Zip

218/301-0174 gramaLinda60@

Business Telephone/e-mail address yahoo.com

Name of Owner (If other than applicant)

Address

City State Zip

Business Telephone/e-mail address

Please check which of the following you are applying for:

Street Vacation

Alley Vacation

Easement Vacation

Provide a legal description of the property to be vacated (for example, the North-South alley adjacent to lots 8-12, block 5, Grand Rapids 5th Division). Attach an exhibit and/or electronic file if the legal description is lengthy.

N/S ALLEY ADJACENT TO LOTS 3-6, BLK 1 & LOT 2, BLK 1 & OUTLOT A; AND

18th ST. SE ADJ TO LOT 6, BLK 1, LOT BLK 2 & OUTLOT A ALL IN FIRST ADD TO ROY'S ACRES; AND ALL UTIL. BASEMENTS BORDERING THE ALLEY & 18th ST. SE.

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

Ken Roy
Signature(s) of Applicant(s)

11/16/14
Date

Signature(s) of Owner(s)-(If other than applicant)

Date

Date Received JAN 17 2014 Certified Complete 1/17/14 Office Use Only Fee Paid \$505

Does the boundary of the requested vacation terminate at or abut a public water body: Yes No

Planning Commission Recommendation Approved _____ Denied _____ Meeting Date 3/6/14

City Council Action Approved _____ Denied _____ Meeting Date _____

Summary of Special Conditions of Approval: _____

Required Submittals:

- Application Fee - \$505.00 *¹
- Location Map
- Petition for Vacation
- Proof of Ownership – (a copy of a property tax statement or deed will suffice)

**¹The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

Justification of Proposed Vacation: Please answer the following question (attach additional pages if needed). The Planning Commission and City Council will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

1. Explain why the proposed vacation would be in the public’s best interest. Please refer to the factors being considered by the Planning Commission and City Council that are listed on the final page of this application.

SEE ATTACHED

Additional Instructions:

Prior to submitting your Petition for Vacation, you will need to arrange for one or more preliminary meetings with the Community Development Director. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Is the street right-of-way needed for traffic purposes?
- Is the street right-of-way needed for pedestrian purposes?
- Is the street right-of-way needed for utility purposes?
- Would vacating the street right-of-way place additional land on the tax rolls?
- Would vacating the street right-of-way facilitate economic development in the City?

In cases where a street/alley or public right –of-way is adjacent to a public water (lake or river), the City will also give consideration to comments submitted by the Minnesota Department of Natural Resources.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission’s review of the vacation. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

Petition for Vacation


PETITION FOR VACATION OF (PART OF) N/S ALLEY (ALL OF) & 18TH ST. SE (ALL OF)
IN FIRST ADD. TO ROY'S ACRES (STREET/ALLEY/EASEMENT) IN THE CITY OF
GRAND RAPIDS. & UTIL. EASEMENTS AS NEEDED.


To the City Council of Grand Rapids, Minnesota:


The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on SEE ABOVE (Street/Alley/Easement), respectfully petition the City Council to vacate the aforesaid (part of) SEE ABOVE (Street/Alley/Easement).

Names (If not owner, describe nature of the interest in this property)

Description of Property

✓ Ken Roy 
Co-Executor

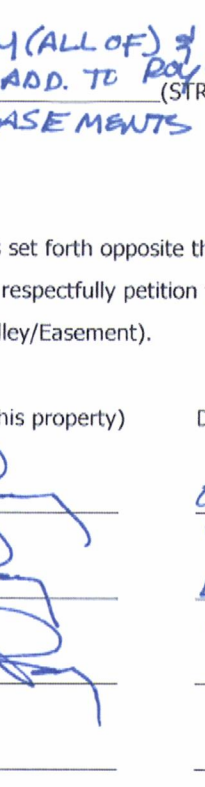
✓ Ken Roy 
Co-Executor


✓ Ken Roy 
Co-Executor

OUTLOT A LESS N. 50'
FIRST ADD. TO ROY'S ACRES

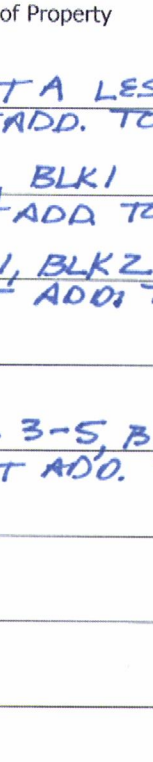
LOT 6, BLK 1
FIRST ADD. TO ROY'S ACRES

LOT 1, BLK 2
FIRST ADD. TO ROY'S ACRES

* Jerry Riles 
Co-owner

* J.R. 
Co-owner

LOTS 3-5, BLK 1
FIRST ADD. TO ROY'S ACRES

Received on the 17 day of Jan, 2014

City Clerk

*This petition must be signed by at least **FIFTY PERCENT (50%)** of the property owners, or those with property interests abutting the property (street, alley or easement) to be vacated. Please provide the appropriate number of names and addresses and signatures, as needed to meet this requirement (attach additional sheet if necessary).*

Justification of Proposed Vacation:

We feel that vacation of the alley, 18th street together with the easements thereon would make the property more marketable as one parcel. The street right of way is not needed for traffic purposes or for pedestrian traffic or for the utility purposes.

By vacating the right of way (alley and 18th street) would increase the tax basis for the property and would also allow for the facilitation of economic development in the city by allowing us to find a developer who may be interest in building multi-family units on the parcel.

We would also request that the subdivision agreement dated September 2, 2003 together with its amendment dated June 13, 2005 be vacated so that the property becomes more marketable.

COPY

FIRST ADDITION TO ROY'S ACRES

OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

Doc. No. **A 562926**

Certified filed and recorded on
09/19/2003 at 8:00 am

Jean E. Bengston, Itasca County Recorder
by CC, Deputy



KNOW ALL MEN BY THESE PRESENTS, That Richard P. Roy and
Adeline H. Roy, husband and wife, owners and proprietors of the
following described property situated in the County of Itasca, State
of Minnesota, to-wit:

Outlet A of Roy's Acres according to the recorded plat thereof,
Itasca County, LESS the South 325.00 Feet, thereof.

SUBJECT to all easements, restrictions, and reservations of record.

Have caused the same to be surveyed and plotted as FIRST ADDITION TO
ROY'S ACRES and do hereby donate and dedicate to the public for
public use, however, the alley shown and Eighth Street Southeast
and also dedicate the easements shown on the plat for drainage and
utility purposes only.

In witness whereof said Richard P. Roy and Adeline H. Roy, husband
and wife, have hereunto set our hands this _____ day of _____
2003.

Richard P. Roy _____ Adeline H. Roy _____

STATE OF MINNESOTA)

COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this
_____ day of _____
2003, by Richard P. Roy and Adeline H. Roy, husband and wife.

Notary Public Itasca County, Minnesota
My commission expires _____

I hereby certify that I have surveyed and plotted the property
described as FIRST ADDITION TO ROY'S ACRES, that this plat is a correct
representation of said survey, that all distances are correctly shown
on the plat to the nearest hundredth of a foot, that all monuments
will be correctly placed in the ground as designated and boundaries there
are correctly designated on the plat and there are no sections as defined
in AS 300.02 or public highways to be designated, other than as shown.

Fletcher A. Koss, Land Surveyor
Minnesota Registration No. _____

STATE OF MINNESOTA)

COUNTY OF ITASCA)

The foregoing Surveyor's Certificate was acknowledged before me
this _____ day of _____
2003, by Fletcher A. Koss, Minnesota Registration
No. _____

Notary Public Itasca County, Minnesota
My commission expires _____

We do hereby certify that, on the _____ day of _____, 2003, the City
Council of the City of Grand Rapids, Itasca County, Minnesota,
approved the plat of FIRST ADDITION TO ROY'S ACRES.

Attest:
Susan L. Topp, Mayor _____ Edward Trevis, Administrator
City of Grand Rapids, Minnesota City of Grand Rapids, Minnesota

No delinquent taxes due and transfer entered this _____ day
of _____, 2003.

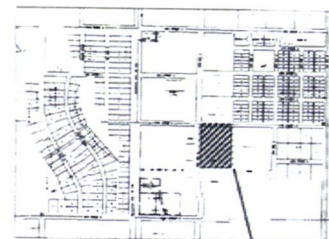
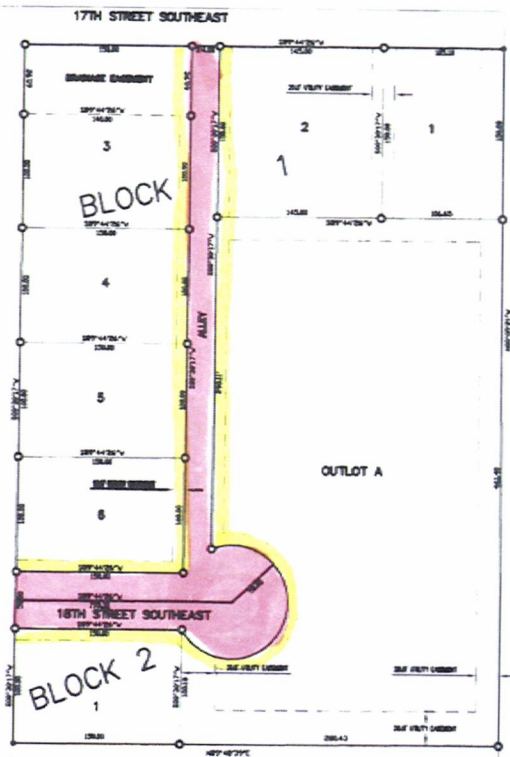
Robert S. Zuelke, Itasca County Auditor

I hereby certify that all taxes on the land described herein are
paid.

Robert S. Zuelke, Itasca County Treasurer

I hereby certify that the within instrument was filed in this
office for record this _____ day of _____, 2003 at
2003 _____ M, as Document Number _____

Jean E. Bengston, Itasca County Recorder



VICINITY MAP

PLAT
LOCATION

LEGEND

- DITCHES FOUND MONUMENT
- DITCHES 5/8" X 30" REBAR SET PLS § 40077

BASES OF BEARING - NORTH LINE OF THE
SE 1/4 - 28 1/4 SECTION 28, ASSIGNED
BEARING NORTH 09-44-28 EAST.

C-52

STATE OF MINNESOTA
COUNTY OF ITASCA

DISTRICT COURT
NINTH JUDICIAL DISTRICT

Court File No.:
31-PR-13-1858

In Re: Estate of

LETTERS TESTAMENTARY

ADELINE HILDA ROY,

A/K/A ADELINE H. ROY,

Decedent.

1. The decedent died on June 2, 2013.
2. KEVIN ELI ROY AND DOUGLAS RICHARD ROY have been appointed and have authority to act as co-personal representatives of the decedent's estate and to administer the estate according to Minnesota law.
3. Administration of the decedent's estate is supervised.

Dated: AUGUST 12, 2013

Kory Wahwassuck
Judge of District Court

STATE OF MINNESOTA
COUNTY OF ITASCA

I HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL ON RECORD IN MY OFFICE AND THAT THE SAME IS A TRUE COPY OF THE ORIGINAL. I FURTHER CERTIFY THAT SAID LETTERS HAVE NOT BEEN REVOKED AND ARE AT THE DATE HEREOF IN FULL FORCE AND EFFECT. IN TESTIMONY WHEREOF I HAVE HEREUNTO AFFIXED THE SEAL OF SAID COUNTY OF SAID COUNTY AND HAVE SIGNED MY NAME THIS

20th DAY OF August 2013
ITASCA COUNTY COURT ADMINISTRATOR

BY Lidia A. Salazar
COUNTY CLERK

FILED
AUG 12 2013

COURT ADMINISTRATOR
ITASCA COUNTY MN,
BY [Signature]



CITY OF
GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0338 **Version:** 1 **Name:** Consider the adoption of a resolution either approving or denying the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.

Type: Agenda Item **Status:** Public Hearing

File created: 3/17/2014 **In control:** City Council

On agenda: 3/24/2014 **Final action:**

Title: Consider the adoption of a resolution either approving or denying the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.

Sponsors:

Indexes:

Code sections:

Attachments: [Roys Acres Vacation: Resolution](#)

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

Consider the adoption of a resolution either approving or denying the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.

Background Information:

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

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the resolution as prepared, or the Council can make its own findings to support its reasons for approving or denying the petitioned right-of-way and easement vacations.

Requested City Council Action

Adopt a resolution approving the vacation of platted street & alley right-of-way and bordering easements within the plat of First Addition to Roy's Acres.

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

RESOLUTION NO. 14-__

A RESOLUTION VACATING A PLATTED ALLEY, STREET AND BORDERING UTILITY EASEMENTS WITHIN THE PLAT OF FIRST ADDITION TO ROYS ACRES

WHEREAS, the City Planning Commission, at a their regular meeting on March 6, 2014 reviewed the vacation request for public right-of-way described as:

N/S Alley adjacent to Lot 2 and Lots 3-6, Block 1 and Outlot A; and 18th Street SE adjacent to Lot 6, Block 1, Lot 1, Block 2, and Outlot A all in First Addition to Roy's Acres, Itasca County, Minnesota;

and the vacation of:

All utility easements bordering said alley and 18th Street SE

WHEREAS, the Planning Commission found the vacations to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacations; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on March 24, 2014, to consider the vacation of the platted right-of-ways and utility easements described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacation were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that these vacations are in the best interest of the public's health, safety, and general welfare, and hereby vacates the above described public right-of-ways and bordering utility easements based on the following findings of fact:

- The right-of-ways are not needed for traffic purposes, as 17th Street SE and 2nd Avenue SE well serve the area.
- The right-of-ways are not needed for pedestrian purposes, there are sidewalks adjacent to the subject property and 17th Street SE and 2nd Avenue SE.
- As requested, the neither the right-of-ways or bordering utility easements are needed for utility purposes.

- Vacating the right-of-ways and bordering utility easements will put additional land on the tax rolls.
- Vacating right-of-ways and bordering utility easement will allow the property owner more flexibility for future economic development on the property.

AND BE IT FURTHER RESOLVED, that;

1. That the Subdivision Agreement entered into on September 2, 2003, between the City of Grand Rapids and Mr. and Mrs. Richard Roy, is hereby terminated.
2. The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

Adopted by the Council this 24th day of March, 2014.

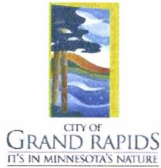
Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted against same: _____; whereby the resolution was declared duly passed and adopted.

This document was drafted by:
Eric Trast, Community Development Specialist
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	14-0340	Version:	1	Name:	Conduct a public hearing to consider the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.
Type:	Public Hearing	Status:		Status:	Public Hearing
File created:	3/17/2014	In control:		In control:	City Council
On agenda:	3/24/2014	Final action:		Final action:	
Title:	Conduct a public hearing to consider the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Itasca Co. Vacation: Maps Itasca Vacation: Review Committee Comments Itasca Co. Vacation: Application/Petition				

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to consider the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.

Background Information:

The Itasca County Board of Commissioners submitted a valid petition on January 17, 2014 requesting the vacation of the following described public right-of-ways:

That portion of 14th Street North lying easterly of the northerly extension of the easterly line of Lot 13, Park Row;
and;

That portion of 13th Street North lying easterly of the northerly extension of the easterly of Crystal Lake;
and;

That portion of the Boulevard lying between the northerly extension of the easterly line of Lot 13, Park Row, and the southerly line of Block 1, all in plat of Kearney's First Addition to Grand Rapids, on file and of record in the Itasca County Recorder's Office.

As stated within the attached Public Vacation Application, the requested vacations of the undeveloped portions of right-of-way, will maintain the layout of the Fairgrounds as part of a larger, collaborative effort, between the City of Grand Rapids and Itasca County that will result in the realignment/reconfiguration of the Ridgewood Road, Crystal Lake Boulevard, Fairgrounds Road, and 12th Street NE.

As described in the attached email correspondence, the Public Utilities Commission supports the petitioned vacation, contingent on the City obtaining new utility easements in the right-of-way vacation areas, to accommodate existing underground power lines. Additionally, the PUC has requested utility easements for water and sanitary sewer infrastructure in the area.

The City Engineer is working with the PUC to establish the appropriate easement locations for the electrical, water, and sewer systems in the Fairgrounds area. These easements are generally depicted in the attachment labeled as "Exhibit 1". In addition to the utility easements, there will be easements required for the new roadways in the area.

There were no concerns or objections regarding the petitioned right-of-way vacation or the public use easement from the staff review committee which consists of the Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission

On March 6, 2014 the Planning Commission formally reviewed the proposed vacations and recommended to the City Council approval of the vacations as petitioned, based on certain findings of fact, which are incorporated into the draft resolution and, additionally recommended that: *Recording of the subject vacations coincide with the recording of the appropriate street and utility easements, granted to the City, by Itasca County.* (This recommendation is also reflected within the draft resolution

Requested City Council Action

Conduct a public hearing to consider the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.

Itasca County- Vacation Request

(Platted Street R-O-W & Boulevard)



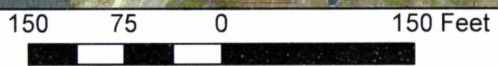
CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE



Portion of Platted Boulevard
Petitioned for Vacation

14th St. R-O-W
Petitioned for Vacation

13th St. R-O-W
Petitioned for Vacation



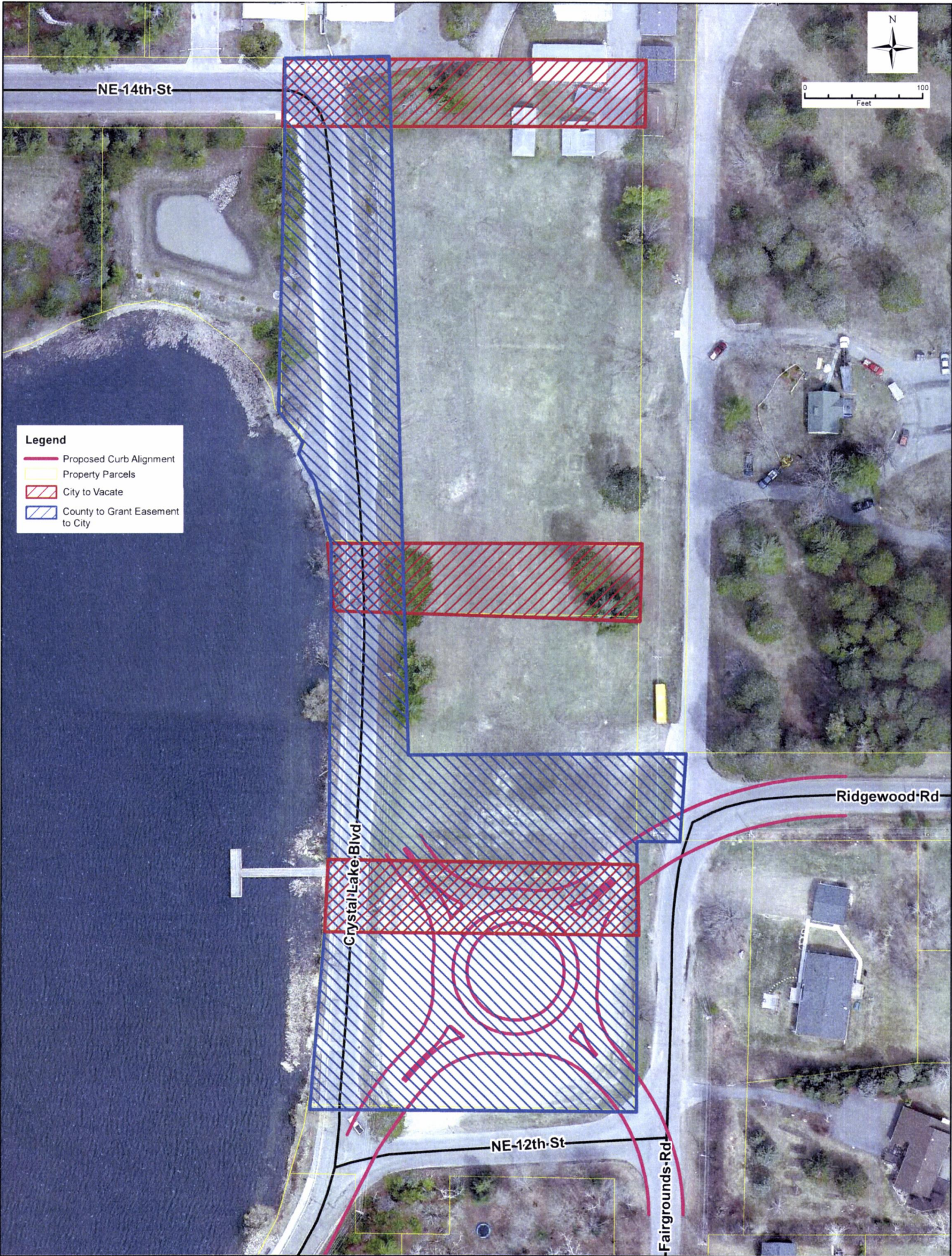
Legend

- R-O-W/Blvd. Vacation Area
- Parcels

2009 Aerial Photo

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3



Legend

- Proposed Curb Alignment
- Property Parcels
- City to Vacate
- County to Grant Easement to City



0 100
Feet

NE-14th St

Crystal Lake Blvd

Ridgewood Rd

NE-12th St

Fairgrounds Rd

14TH STREET NORTH

CRYSTAL LAKE BOULEVARD

20.00

20.00

12.00

12.00

CRYSTAL LAKE



RIDGEWOOD ROAD

EAST LINE BLOCK 1

SOUTH LINE BLOCK 1



LEGEND

-  PROPOSED CITY PROPERTY
-  PROPOSED UTILITY EASEMENT

P:\F\A\G\GRAND\122012\4-prelim-dgn-rprts\exhibits\dwg\csd\dwg\Easements\GR122012_B-W_Easements\GR122012_R-W_Easmt.dwg



PHONE: 218.322.4500
 21 NE 5TH ST, SUITE 200
 GRAND RAPIDS, MN 55744-2601
 www.sehinc.com

FILE NO. 122012
DATE: 02/21/14

CITY OF GRAND RAPIDS
 GRAND RAPIDS, MINNESOTA

EXHIBIT
 12

13th and 14th Street NE, Fairgrounds Area

GRPUC has major three phase 23 kV underground power cable running through these right of ways. The underground power cables are part of a loop that feeds the entire north end of Grand Rapids. GRPUC would require a new utility easement running north from the Ridgewood Road/Fairgrounds Road intersection, west along the 13th Street right of way, and north along Crystal Lake Boulevard to 14th Street.

In addition, approval of this request should be contingent on obtaining utility easements for all water and sewer infrastructure.

Thank you for the opportunity to review and comment on these requests.
Please contact me if you should have any questions or need additional information.

Anthony T. Ward
General Manager
Public Utilities Commission
P. O. Box 658
Grand Rapids, MN 55744
218-326-7188

Eric Trast

From: Rob Mattei
Sent: Monday, February 10, 2014 1:52 PM
To: Eric Trast
Subject: FW: Petitioned Vacation of Kearney's 1st Addition

Rob Mattei

Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621
rmattei@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



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

From: Steve Flaherty
Sent: Monday, February 10, 2014 1:52 PM
To: Rob Mattei
Cc: Jeff Davies; Jim Denny; Julie Kennedy; Tony Ward; Bryan Zuehlke
Subject: Petitioned Vacation of Kearney's 1st Addition

Rob,

I have reviewed the request for this petition and find no issues with this from a public safety standpoint.

Steve Flaherty

Fire Chief
Grand Rapids Fire Department
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7639
Mobile: 218-780-6705
Fax: 218-326-7608
sflaherty@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com

Eric Trast

From: Rob Mattei
Sent: Tuesday, January 28, 2014 8:41 AM
To: Eric Trast
Subject: FW: Petition vacation for ROW and platted boulevards within the Plat of Kearney's 1st Addition to Grand rapids

Rob Mattei

Community Development Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621
rmattei@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



From: Jeff Davies
Sent: Tuesday, January 28, 2014 7:56 AM
To: Rob Mattei
Subject: Petition vacation for ROW and platted boulevards within the Plat of Kearney's 1st Addition to Grand rapids

Rob,

I support all proposed 2014 improvements to the Fairgrounds property.

Jeff Davies

Public Works Director
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7480
Mobile: 218-259-8688
Fax: 218-326-7688
jdavies@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com

Eric Trast

From: Rob Mattei
Sent: Monday, January 27, 2014 10:08 AM
To: Eric Trast
Subject: Fwd: Petitioned Vacation

Rob Mattei
Community Development Director
City of Grand Rapids
(218) 244-2924 cell

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: Petitioned Vacation
From: Jim Denny <jdenny@ci.grand-rapids.mn.us>
To: Rob Mattei <rmattei@ci.grand-rapids.mn.us>
CC:

Rob,

I have reviewed the petitioned vacations for the plat of 1st addition to Roy's Acers and Kearney's 1st addition. I see no law enforcement issues or concerns.

Thanks,

Jim Denny
Chief of Police
Grand Rapids Police Department
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-3464
Mobile: 218-360-0174
Fax: 218-326-7610
jdenny@ci.grand-rapids.mn.us
www.cityofgrandrapidsmn.com



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



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

Public Vacation Application
Community Development Department
420 North Pokegama Ave.
Grand Rapids, MN 55744
Tel. (218) 326-7601 Fax (218) 326-7621
Web Site: www.grandrapidsmn.org

General Information:

Itasca County

Name of Applicant
123 NE 4th Street

Address
Grand Rapids MN 55744

City State Zip

Business Telephone/e-mail address
218-327-2855/Garrett.ous@
co.itasca.mn.us

City of Grand Rapids

Name of Owner (If other than applicant)
420 N Pokegama Ave

Address
Grand Rapids MN 55744

City State Zip

Business Telephone/e-mail address
218-326-7600

Please check which of the following you are applying for:

Street Vacation

Alley Vacation

Easement Vacation

Provide a legal description of the property to be vacated (for example, the North-South alley adjacent to lots 8-12, block 5, Grand Rapids 5th Division). Attach an exhibit and/or electronic file if the legal description is lengthy.

See Attachment 1

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

[Signature]
Signature(s) of Applicant(s)

1/14/2014
Date

Signature(s) of Owner(s)-(If other than applicant)

Date

JAN 17 2014

Date Received _____ Certified Complete 1/17/2014 Office Use Only Fee Paid 505.00

Does the boundary of the requested vacation terminate at or about a public water body: Yes No

Planning Commission Recommendation Approved _____ Denied _____ Meeting Date 3-6-2014

City Council Action Approved _____ Denied _____ Meeting Date _____

Summary of Special Conditions of Approval: _____

Required Submittals:

- Application Fee - \$505.00 *1
- Location Map
- Petition for Vacation
- Proof of Ownership – (a copy of a property tax statement or deed will suffice)

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

Justification of Proposed Vacation: Please answer the following question (attach additional pages if needed). The Planning Commission and City Council will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

1. Explain why the proposed vacation would be in the public's best interest. Please refer to the factors being considered by the Planning Commission and City Council that are listed on the final page of this application.

See Attachment 2

The County Board may withdraw this application if deemed to be in the best interest of the County to do so.

Additional Instructions:

Prior to submitting your Petition for Vacation, you will need to arrange for one or more preliminary meetings with the Community Development Director. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Is the street right-of-way needed for traffic purposes?
- Is the street right-of-way needed for pedestrian purposes?
- Is the street right-of-way needed for utility purposes?
- Would vacating the street right-of-way place additional land on the tax rolls?
- Would vacating the street right-of-way facilitate economic development in the City?

In cases where a street/alley or public right-of-way is adjacent to a public water (lake or river), the City will also give consideration to comments submitted by the Minnesota Department of Natural Resources.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission's review of the vacation. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

Petition for Vacation

14th St
13th St

PETITION FOR VACATION OF (PART OF) Crystal LK Blvd (STREET/ALLEY/EASEMENT) IN THE CITY OF GRAND RAPIDS.

To the City Council of Grand Rapids, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on see above (Street/Alley/Easement), respectfully petition the City Council to vacate the aforesaid (part of) see above (Street/Alley/Easement).

Names (If not owner, describe nature of the interest in this property)

Description of Property

Itasca County / Leo Treant

see Attachment 3

Received on the 17 day of Jan, 2014.

[Signature]
City Clerk

*This petition must be signed by at least **FIFTY PERCENT (50%)** of the property owners, or those with property interests abutting the property (street, alley or easement) to be vacated. Please provide the appropriate number of names and addresses and signatures, as needed to meet this requirement (attach additional sheet if necessary).*

ATTACHMENT I

That portion of Fourteenth Street North as labeled and shown on the Plat of Kearney's First Addition to Grand Rapids, which lies easterly of the northerly extension of the easterly line of Lot 13, Park Row, Plat of Kearney's First Addition to Grand Rapids, on file and of record in the Itasca County Recorder's Office.

That portion of Thirteenth Street North as labeled and shown on the Plat of Kearney's First Addition to Grand Rapids, which lies easterly of Crystal Lake, Plat of Kearney's First Addition to Grand Rapids, on file and of record in the Itasca County Recorder's Office.

That portion of the Boulevard as labeled and shown on the Plat of Kearney's First Addition to Grand Rapids, which lies between the northerly extension of the easterly line of Lot 13, Park Row, and the southerly line of Block One, Plat of Kearney's First Addition to Grand Rapids, on file and of record in the Itasca County Recorder's Office.

ATTACHMENT 2

Justification of proposed vacation:

The Plat of KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, MINN depicts plans for Thirteenth St. No. and Fourteenth St. No. on the East side of Crystal Lake (hereafter referred to as "street portions"). However, these street portions were never developed. In fact, these street portions are located in high use areas of the County owned Fairgrounds and would disrupt the Fairgrounds layout if they were to be developed as roads. As such, the rights-of-way associated with these street portions are not necessary for traffic, pedestrian, or utility purposes. Vacation would neither add nor detract from the tax rolls. Vacation would contribute positively to maintaining the current layout of the Fairgrounds, which is an important economic component to the City of Grand Rapids through the various events held each year.

ATTACHMENT 3

Itasca County owns the following properties abutting the proposed 14th Street vacation:

PID: 91-016-2402; Legal description: E 2.00 A OF W 1/2 OF NE 1/4 OF SE NW

PID: 91-016-2401; Legal description: E 1/2 OF NE 1/4 OF SE NW

PID: 91-585-4150; Legal description: LOTS 14-15 PARK ROW KEARNEYS 1ST ADD. TO GR

Itasca County owns the following properties abutting the proposed 13th Street vacation:

PID: 91-585-4150; see above

PID: 91-585-0110; LOTS 1-2-BLK 1 KEARNEYS 1ST ADD. TO GR

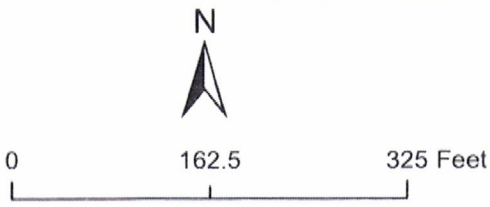
Itasca County owns the following properties abutting the proposed Crystal Lake Boulevard vacation:

All of the above plus the following:

PID: 91-585-0120 Legal description: N 60FT OF LOT 3 BLK 1 KEARNEYS 1ST ADD. TO GR

PID: 91-585-0130 Legal description: S 45 FT OF LOT 3 BLK 1 & ALL LOT 4 BLK 1 KEARNEYS 1ST ADD. TO GR

ITASCA COUNTY FAIRGROUNDS AREA



Legend

- VECTOR.GIS.PARCEL_VIEW
- Vector.GIS.Roads



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0341 **Version:** 1 **Name:** Consider the adoption of a resolution either approving or denying the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.

Type: Agenda Item **Status:** Public Hearing

File created: 3/17/2014 **In control:** City Council

On agenda: 3/24/2014 **Final action:**

Title: Consider the adoption of a resolution either approving or denying the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments: [Itasca County Vacation: Resolution](#)

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

Consider the adoption of a resolution either approving or denying the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.

Background Information:

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

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the resolution as prepared, or the Council can make its own findings to support its reasons for approving or denying the petitioned right-of-way vacations.

Requested City Council Action

Adopt a resolution approving the vacation of platted street right-of-way and a platted boulevard within the plat of Kearney's First Addition to Grand Rapids.

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

RESOLUTION NO. 14-__

A RESOLUTION VACATING PLATTED STREET RIGHT-OF-WAY AND A PORTION OF A PLATTED BOULEVARD WITHIN THE PLAT OF KEARNEYS FIRST ADDITION TO GRAND RAPIDS

WHEREAS, the City Planning Commission, at a their regular meeting on March 6, 2014 reviewed the vacation request for public right-of-ways described as:

That portion of 14th Street North lying easterly of the northerly extension of the easterly line of Lot 13, Park Row;

and;

That portion of 13th Street North lying easterly of the northerly extension of the easterly of Crystal Lake;

and;

That portion of the Boulevard lying between the northerly extension of the easterly line of Lot 13, Park Row, and the southerly line of Block 1, all in plat of Kearney's First Addition to Grand Rapids, on file and of record in the Itasca County Recorder's Office;

WHEREAS, the Planning Commission found the vacations to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacations; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on March 24, 2014, to consider the vacation of the public right-of-ways described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacations were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that the vacations are in the best interest of the public's health, safety, and general welfare, and hereby vacate the above described public right-of-ways based on the following findings of fact:

- The right-of-ways are not needed for traffic purposes, as there is a new traffic plan proposed for the area.
- The right-of-ways are not needed for pedestrian purposes, the new road configuration will accommodate pedestrian needs.
- Portions of the right-of-ways are needed for utility purposes, thus easements accommodating the utility needs in the area are being negotiated and are a condition of recording the vacations.
- Vacating the right-of-ways will not put additional land on the tax rolls.
- Vacating right-of-ways will allow the community as a whole to enjoy better traffic flow through the area, which could result in some minor economic development in the city.

AND BE IT FURTHER RESOLVED, that;

1. Recording of the subject vacations coincide with the recording of the appropriate street and utility easements, granted to the City, by Itasca County.
2. The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

Adopted by the Council this 24th day of March, 2014.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted against same: _____; whereby the resolution was declared duly passed and adopted.

This document was drafted by:
Eric Trast, Community Development Specialist
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0356 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 3/20/2014 **In control:** City Council
On agenda: 3/24/2014 **Final action:**
Title: Consider approving the verified claims for the period March 4, 2014 to March 17, 2014 in the total amount of \$491,683.45.
Sponsors:
Indexes:
Code sections:
Attachments: [032414 Bill List.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period March 4, 2014 to March 17, 2014 in the total amount of \$491,683.45.

Requested City Council Action

Consider approving the verified claims for the period March 4, 2014 to March 17, 2014 in the total amount of \$491,683.45.

CITY OF GRAND RAPIDS COUNCIL BILL LIST - MARCH 24, 2014

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/24/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
1516220	OPERATING ENGINEERS LOCAL #49	40.00
	TOTAL CITY WIDE	40.00
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	432.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	432.00
ADMINISTRATION		
0612085	FLAHERTY & HOOD	5,801.58
0718060	GRAND RAPIDS NEWSPAPERS INC	278.90
	TOTAL ADMINISTRATION	6,080.48
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.56
0315455	COLE HARDWARE INC	141.06
1909510	SIM SUPPLY INC	145.27
	TOTAL BUILDING MAINTENANCE-CITY HALL	311.89
COMMUNITY DEVELOPMENT		
0300200	CDW GOVERNMENT INC	411.87
0718060	GRAND RAPIDS NEWSPAPERS INC	109.25
0914724	INT'L ECONOMIC DEVELOPMENT	385.00
0920060	ITASCA COUNTY TREASURER	69.48
2018225	TREASURE BAY PRINTING INC	12.85
	TOTAL COMMUNITY DEVELOPMENT	988.45
ENGINEERING		
1900225	SEH-RCM	315.00
	TOTAL ENGINEERING	315.00
FINANCE		
0718060	GRAND RAPIDS NEWSPAPERS INC	1,029.00
0809436	HILDI INC	380.00
1105530	KENNEDY & GRAVEN	216.00

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
1309332	MN STATE RETIREMENT SYSTEM	525.20
	TOTAL FINANCE	2,150.20
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	22.98
0221650	BURGGRAF'S ACE HARDWARE INC	141.01
0615225	FOERSTER SIGNS LLC	23.07
0717997	GRAND ITASCA HOSPITAL	46.00
0718211	GREAT PLAINS FIRE INC	300.81
0821705	HUSKY SPRING	124.38
0920060	ITASCA COUNTY TREASURER	158.39
1200500	L&M SUPPLY	56.99
1309118	MINNESOTA CHAPTER I.A.A.I.	25.00
2215600	VOLUNTEER FIREMANS BENEFIT	217.00
	TOTAL FIRE	1,115.63
PUBLIC WORKS		
0112450	ALL FLAGS LLC	322.75
0121721	AUTO VALUE - GRAND RAPIDS	85.16
0121725	AUTOMOTIVE ELECTRIC SERVICE	556.98
0205535	BENTZ OIL COMPANY INC	84.00
0301685	CARQUEST AUTO PARTS	417.52
0401804	DAVIS OIL	8,919.17
0514802	ENVIROTECH SERVICES INC	5,347.86
0718060	GRAND RAPIDS NEWSPAPERS INC	65.00
0801836	HAWKINSON SAND & GRAVEL	123.07
1309274	MN MUNICIPAL UTILITIES ASSOC	403.00
1415640	NORTRAX EQUIPMENT COMPANY	263.27
1421155	NUCH'S IN THE CORNER	253.95
1503150	OCCUPATIONAL DEVELOPMENT CTR	2,070.00
1615650	PORTABLE JOHN	262.28
1815711	STEVE ROSS	1,205.00
2300600	W.P. & R.S. MARS COMPANY	233.00
2309548	WINTER EQUIPMENT CO INC	711.91
2605225	ZEE SERVICE COMPANY	50.90
	TOTAL PUBLIC WORKS	21,374.82
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	1,285.52
0315455	COLE HARDWARE INC	68.44

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VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
0701750	GATR OF SAUK RAPIDS	157.80
0914200	INDUSTRIAL LUBRICANT COMPANY	199.75
1001150	JACK'S AMOCO SERVICE CENTER	85.59
1301015	MACQUEEN EQUIPMENT INC	935.06
1301720	MATCO TOOLS	382.67
1415484	NORTHERN LIGHTS TRUCK	270.69
1415536	NORTHLAND HYDRAULIC SERVICE	1,745.29
1500700	OSI ENVIRONMENTAL BR 50	50.00
1605740	PETROCHOICE-ANDERSON LUBRICANT	483.20
1801615	RAPIDS WELDING SUPPLY INC	12.25
	TOTAL FLEET MAINTENANCE	5,676.26
POLICE		
0221650	BURGGRAF'S ACE HARDWARE INC	4.99
0300200	CDW GOVERNMENT INC	136.41
0301415	CALIBRE PRESS INC	398.00
0301685	CARQUEST AUTO PARTS	3.67
0312750	CLUSIAU SALES	75.00
0409300	DIGITAL ALLY INC	4,010.00
0718060	GRAND RAPIDS NEWSPAPERS INC	913.00
1309149	MN CHIEFS OF POLICE ASSOC	982.50
1309332	MN STATE RETIREMENT SYSTEM	1,123.92
1801609	RAPIDS TOWING	200.00
1920233	STREICHER'S INC	64.95
2000400	T J TOWING	795.00
	TOTAL POLICE	8,707.44
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE INC	3.98
	TOTAL RECREATION	3.98
CENTRAL SCHOOL		
0315455	COLE HARDWARE INC	28.76
0701650	GARTNER REFRIGERATION CO	364.91
1309050	MIDWEST SECURITY & FIRE INC	312.00
1913119	SMART HARDWOOD FLOORS LLC	1,555.75
2018680	TRU NORTH ELECTRIC LLC	138.37
	TOTAL	2,399.79

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VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0221525	BUNES SEPTIC SERVICE INC	525.00
0315455	COLE HARDWARE INC	52.46
0315472	COMFORT HEATING LLC	3,495.00
0504825	EDWARDS OIL INC	3,067.05
0801450	HALI-BRITE INC	330.48
0801836	HAWKINSON SAND & GRAVEL	204.72
1309274	MN MUNICIPAL UTILITIES ASSOC	31.00
1801610	RAPIDS PLUMBING & HEATING INC	104.50
2018680	TRU NORTH ELECTRIC LLC	325.10
TOTAL		8,135.31
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	82.50
0118648	ARROWHEAD FIRE SAFETY EQUIP	202.00
0315453	COLE-PARMER INSTRUMENT CO	249.97
0315455	COLE HARDWARE INC	124.74
0501656	THE EARTHGRAINS COMPANY INC	31.20
0605670	FERRELLGAS	952.53
0718092	GRAND RAPIDS VOLLEYBALL ASSO	155.88
0809345	NICHOLAS HIIPAKKA	13.01
1301168	MARKETPLACE FOODS	28.10
1309274	MN MUNICIPAL UTILITIES ASSOC	62.00
1421155	NUCH'S IN THE CORNER	79.49
1605611	PEPSI-COLA	638.20
1901535	SANDSTROM COMPANY INC	699.70
1905150	SECURITY ACCESS CONTROL	54.00
1909510	SIM SUPPLY INC	232.91
1915248	SOFTWARE HARDWARE INTEGRATION	2,020.00
2116600	UPPER LAKE FOODS INC	551.02
TOTAL GENERAL ADMINISTRATION		6,177.25
RECREATION PROGRAMS		
T000942	AMY GRIESE	100.00
T000943	DAWN CARLSON	40.00
TOTAL		140.00
POLICE DESIGNATED FORFEITURES		

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INVOICES DUE ON/BEFORE 03/24/2014

VENDOR #	NAME	AMOUNT DUE

POLICE DESIGNATED FORFEITURES		
0409300	DIGITAL ALLY INC	4,010.00
0920057	ITASCA COUNTY SHERIFFS DEPT	1,125.00
	TOTAL	5,135.00
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	362.00
0221650	BURGGRAF'S ACE HARDWARE INC	2.37
1309274	MN MUNICIPAL UTILITIES ASSOC	62.00
2009725	TITAN MACHINERY INC	1,353.00
	TOTAL	1,779.37
GENERAL CAPITAL IMPRV PROJECTS		
1805346	REIF ARTS COUNCIL	46,064.02
	TOTAL	46,064.02
YMCA ACTIVE LIVING CENTER		
1900225	SEH-RCM	2,008.45
	TOTAL YMCA ACTIVE LIVING CENTER	2,008.45
AIRPORT CAPITAL IMPRV PROJECTS		
2011	CIP/GA APRON DESIGN	
2000425	TKDA	2,619.45
	TOTAL 2011 CIP/GA APRON DESIGN	2,619.45
8/10	APRON DESIGN/GA RECONST	
2000425	TKDA	5,202.64
	TOTAL 8/10 APRON DESIGN/GA RECONST	5,202.64
PIR-PERMANENT IMPRV REVOLV FND		
2012-12	MIDDLE-MURPHY ROUTES	
1900225	SEH-RCM	1,279.82
	TOTAL 2012-12 MIDDLE-MURPHY ROUTES	1,279.82

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VENDOR #	NAME	AMOUNT DUE
STORM WATER UTILITY		
0401804	DAVIS OIL	6,090.63
1200500	L&M SUPPLY	114.98
1503150	OCCUPATIONAL DEVELOPMENT CTR	60.00
TOTAL		6,265.61
TOTAL UN-PAID TO BE APPROVED IN THE SUM OF		\$ 134,402.86
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	4,500.00
0201356	BRUCE BAIRD	436.90
0212750	BLUE CROSS & BLUE SHIELD OF MN	43,145.00
0212751	BLUE CROSS BLUE SHIELD	168.30
0301705	CASPER CONSTRUCTION INC	1,000.00
0305506	CENTRAL BUILDERS	1,000.00
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
0315454	TRAVIS COLE	337.44
0405305	LYNN DEGRIO	80.00
0605191	FIDELITY SECURITY LIFE INS CO	58.01
0612224	FLEET SERVICES	3,102.76
0615705	THOMAS FOSS	44.00
0717996	GRAND ITASCA CLINIC	65.15
0718015	GRAND RAPIDS CITY PAYROLL	216,483.56
0718070	GRAND RAPIDS STATE BANK	2,257.55
0805100	HEARING ASSOCIATES	12.16
0805358	JACKIE HEINRICH	40.00
0809115	HIBBING COMMUNITY COLLEGE A	300.00
0815225	JASON HOERLER	425.70
0815464	SARA HOLUM	217.40
0815670	ANDREW HORTON	460.86
1201402	LAKE COUNTRY POWER	42.31
1209516	LINCOLN NATIONAL LIFE	894.33
1209522	LINCOLN REPUBLIC INSURANCE CO	257.48
1209527	JOHN R. LINDER	191.60
1301250	ROBERT MATTEI	246.56
1305046	MEDIACOM	11.79
1309098	MINNESOTA DEPT OF ADMN	590.00
1309199	MINNESOTA ENERGY RESOURCES	1,308.24
1309280	MN DEPT OF NAT'L RESOURCES	150.00
1309289	MN POLLUTION CONTROL AGENCY	400.00
1309332	MN STATE RETIREMENT SYSTEM	1,656.00
1309335	MINNESOTA REVENUE	4,709.88
1315630	ASHLEY MORAN	40.00
1315654	NATHAN MORLAN	60.00
1405435	JEREMY NELSON	51.99
1405850	NEXTERA COMMUNICATIONS LLC	460.81

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VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1415530	NORTHLAND COUNSELING CENTER	1,000.00
1503151	OCCUPATION DEVELOPMENT CENTER	41.50
1516220	OPERATING ENGINEERS LOCAL #49	31,694.00
1601305	THOMAS J. PAGEL	227.60
1601750	PAUL BUNYAN COMMUNICATIONS	275.16
1621130	P.U.C.	24,564.49
1801206	RADIOLOGIST ASSOC. IN DULUTH	16.80
1809165	RICOH USA INC	655.98
1913344	HEATH SMITH	40.00
1921620	SUPERIOR USA BENEFITS CORP	751.00
2018555	CHAD TROUMBLY	425.70
2100265	U.S. BANK	1,350.00
2205637	VERIZON WIRELESS	2,681.34
2209665	VISA	4,682.78
2301700	WASTE MANAGEMENT	1,389.27
2405650	XEROX CORPORATION	20.19
T000766	RACHEL CONTRACTING INC	1,000.00
T000940	EBERT CONSTRUCTION	1,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF		\$ 357,280.59
TOTAL ALL DEPARTMENTS		491,683.45