



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail

City Council

Tuesday, May 28, 2013

5:00 PM

City Hall Council Chambers

Amended May 24, 2013

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Tuesday, May 28, 2013 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

5:01 PM PRESENTATIONS/PROCLAMATIONS

[13-0337](#) Waste Management Scholarship Presentation

5:05 PM 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.

5:06 PM PUBLIC FORUM

5:10 PM COUNCIL REPORTS

5:12 PM APPROVAL OF MINUTES

5:13 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. [13-0225](#) Consider approving 2013 budgeted operating transfers.

Attachments: [Operating transfers-Res.pdf](#)

2. [13-0294](#) Request by the Police Department to adopt a resolution accepting a law loan Yamaha

- Rhino side x side OHV from the Yamaha Motor Corp, U.S.A.
3. [13-0295](#) Request by the Police Department to adopt a resolution accepting \$96.92 donation from Itasca Community College Student Services to the Police Reserve program.
 4. [13-0297](#) Approve the hiring of temporary employees with the IRA Civic Center and Grand Rapids Sports Complex beginning May 29, 2013.
 5. [13-0298](#) Renewed Fire Protection Agreement with the US Forest Service
Attachments: [Forest Service Protection Agreement](#)
 6. [13-0299](#) Purchase of Gear Lockers for the Fire Department
Attachments: [Metro Fire Quote for Lockers](#)
 7. [13-0302](#) Appointment of John Ophoven to the position of part-time Parking Enforcement Officer.
 8. [13-0309](#) Approve Golf Course Employees
 9. [13-0312](#) Request by the police department to adopt a new City Ordinance authorizing the use and non-use of all-terrain vehicles (ATV) within the City of Grand Rapids.
Attachments: [ATV Ordinance](#)
[ATV Route Map](#)
[ATV Restriction](#)
 10. [13-0316](#) Pay adjustment for Samantha Hallfrisch, Animal Control Facility Attendant.
 11. [13-0322](#) A resolution receiving the feasibility report for CP 2013-3, 1st Avenue NE - Friesen Addition
Attachments: [5-28-13 2013-3 Feasibility Report.pdf](#)
[5-28-13 Resolution - CP 2013-3 Rec Feasb Report.pdf](#)
 12. [13-0326](#) Consider the adoption of a resolution calling for a July 8, 2013 public hearing to consider the establishment of Tax Increment Financing (TIF) Housing District No. 1-9 (Majestic Pines), and the creation of a TIF Plan.
Attachments: [Grand Rapids Resol Calling PH on Majestic Pines TIF 1-9.pdf](#)
[UPDATED - Grand Rapids Housing TIF Majestic Pines Public Hearing July 8 05](#)
 13. [13-0327](#) Work Order 2 related to CP 2004-3, 4th Street SE/SW
Attachments: [5-28-13 Attachment CP 2004-3 work order #2 signed.pdf](#)
 14. [13-0328](#) Work Order 1 related to CP 2012-6, ICC/Glenwood Drive Signal

Attachments: [5-28-13 Attachment CP 2012-6 WO#1 signed.pdf](#)
[5-28-13 Attachment CP 2012-6 WO#1drawing.pdf](#)

15. [13-0329](#) A purchase of permanent easement related to the future extension of 21st Street SW.

Attachments: [5-28-13 Attachment Easement Lillis.pdf](#)

16. [13-0330](#) A Supplemental Letter Agreement (SLA) with SEH related to CP 2013-3, 1st Avenue NE - Friesen Addition

Attachments: [5-28-13 Attachment CP 2013-3 SLA SEH.pdf](#)

17. [13-0331](#) A Cooperative Construction Agreement with Itasca County related to CP 2011-5 Golf Course Road Improvements.

Attachments: [5-28-13 CSAH 23 Cooperative Construction Agreement.pdf](#)

18. [13-0333](#) A resolution ordering the improvement and plans and specifications for CP 2013-3, 1st Avenue NE - Friesen Addition

Attachments: [5-28-13 Resolution CP 2013-3 Order Improvement and Plans and Specs.pdf](#)

19. [13-0334](#) A resolution approving plans and specifications and ordering the advertisement for bids related to CP 2013-3, 1st Avenue NE - Friesen Addition.

Attachments: [5-28-13 RESOL CP 2013-3 Ordering Advertisement.pdf](#)

20. [13-0339](#) Consider entering into a contract with E3 Consulting Services for web hosting services.

Attachments: [Website Hosting Agreement - City of Grand Rapids - 2013-05-08.pdf](#)

5:15 SETTING OF REGULAR AGENDA

PM

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

5:16 DEPARTMENT HEAD REPORT

PM

21. [13-0321](#) Grand Rapids Area Library - Marcia Anderson

Attachments: [Library Report to council 5 28 13](#)

5:30 CIVIC CENTER, PARKS & RECREATION

PM

22. [13-0325](#) Accept a grant from Statewide Health Improvement Program

Attachments: [\\$5000 SHIP grant Resolution](#)

23. [13-0305](#) Update the City's Parks and Trails Plan

Attachments: [GRapids Park Plan Proposal 2013 5-20-13](#)

**5:35 COMMUNITY DEVELOPMENT
PM**

24. [13-0315](#) Consider approval of the final plat of Friesen Addition to Grand Rapids.

Attachments: [Final Plat - Friesen Addition](#)
[Resolution Approving Final Plat 5-28-13](#)
[Subdivision Agreement \(DRAFT\) - Friesen Addition](#)

**5:40 ENGINEERING
PM**

25. [13-0332](#) A natural gas joint power agreement between the City and Harris Township.

Attachments: [5-28-13 Harris Gr JPA Joint Rate Setting.pdf](#)

**5:45 GOLF COURSE
PM**

26. [13-0311](#) Approve Golf Course Restroom Project

**5:50 ADMINISTRATION DEPARTMENT
PM**

27. [13-0317](#) Retirement of Terry E. Madsen from the Itasca Calvary Cemetery.

Attachments: [Terry Madsen notice of retirement](#)

28. [13-0318](#) Resignation of Police Officer Shawn Mahaney.

Attachments: [Shawn Mahaney notice of resignation](#)

29. [13-0335](#) Closing of City Hall on Friday, July 5, 2013.

30. [13-0340](#) A Development and Governance Agreement (DGA) between the City, YMCA, and Elders Circle

Attachments: [Contract 5-28-13 Draft 6 with changes 5-14 13 red lined copy.pdf](#)

**6:00 PUBLIC HEARINGS
PM**

31. [13-0313](#) Conduct a public hearing to consider the vacation of a platted alley within the plat of Kearney's 1st. Addition to Grand Rapids.

Attachments: [1st Lutheran Church VAC-Maps & Review Comm. Comments](#)
[1st Lutheran Church VAC-Application](#)

32. [13-0314](#) Consider the adoption of a resolution either approving or denying the vacation of a platted alley within the plat of Kearney's 1st Addition to Grand Rapids.

Attachments: [Vacation- Resolution- 5-28-13](#)

**6:30 VERIFIED CLAIMS
PM**

33. [13-0338](#) Consider approving the verified claims for the period May 7, 2013 to May 20, 2013 in the total amount of \$1,868,087.68, of which \$1,419,492.82 is the refunding debt payment.

Requested City Council Action

Consider approving the verified claims for the period May 7, 2013 to May 20, 2013 in the total amount of \$1,868,087.68, of which \$1,419,492.82 is the refunding debt payment.

Attachments: [05/28/2013 BILL LIST.pdf](#)

**6:35 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 10, 2013, 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 #: 13-0337 **Version:** 1 **Name:**

Type: Agenda Item **Status:** PRESENTATIONS/PROCLAMATIONS

File created: 5/23/2013 **In control:** Administration

On agenda: 5/28/2013 **Final action:**

Title: Waste Management Scholarship Presentation

Sponsors:

Indexes:

Code sections:

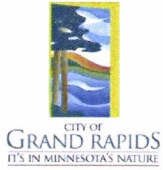
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Waste Management Scholarship Presentation

Body
Waste Management is awarding two graduating seniors from Grand Rapids High School with \$500 scholarships. The recipients of these scholarships are Brandon Pierzina and Derek Brink.

Requested Council Action
Recognize Brandon Pierzine and Derek Brink, both from Grand Rapids High School, as recipients of scholarships in the amount of \$500 each from Waste Management.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	13-0225	Version:	1	Name:	2013 Operating Transfers
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	4/19/2013	In control:		In control:	City Council
On agenda:	5/28/2013	Final action:		Final action:	
Title:	Consider approving 2013 budgeted operating transfers.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Operating transfers-Res.pdf				

Date	Ver.	Action By	Action	Result
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Title
Consider approving 2013 budgeted operating transfers.

Body
Background Information:
City Council adopted the 2013 budget on December 17, 2012. That budget included several operating transfers and funding sources for various projects. We are requesting City Council approval for those transfers. They are as follows:

- \$88,250 from the General Fund to the Capital Equipment Fund,
- \$150,000 from the General Fund to the 2009B Refunding Debt Service Fund,
- \$50,606 from the General Fund to the 2013B GO Improvement Bond Fund,
- \$10,000 from the General Fund to the Airport Operations Fund,
- \$27,000 from the General Fund to the Special Revenue Fund-Civic Center,
- \$71,140 from the General Fund to the Capital Equipment Fund for Fire Department Depreciation

Requested City Council Action
Consider approving a resolution for the budgeted transfers from the General Fund to the following funds: \$88,250 to the Capital Equipment Fund, \$200,606 to the 2009B Refunding Debt Service Fund, \$50,606 to the 2013B GO Improvement Bond Fund, \$10,000 to the Airport Operations Fund, \$27,000 to the Special Revenue Fund-Civic Center, \$71,140 to the Capital Equipment Fund for Fire Department Depreciation.

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

RESOLUTION NO. 13-

A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND: \$88,250 TO THE CAPITAL EQUIPMENT FUND, \$150,000 TO THE 2009B REFUNDING DEBT SERVICE FUND, \$50,606 TO THE 2013B GO IMPROVEMENT BOND FUND, \$10,000 TO THE AIRPORT OPERATIONS FUND, \$27,000 TO THE SPECIAL REVENUE FUND-CIVIC CENTER FUND, AND \$71,140 TO THE CAPITAL EQUIPMENT FUND FOR FIRE DEPARTMENT DEPRECIATION

WHEREAS, on December 17, 2012, the Grand Rapids City Council approved the 2013 General Fund Expenditure Budget, which included the following transfers,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorize the following budgeted transfers for 2013:

\$88,250	from the General Fund to the Capital Equipment Fund,
\$150,000	from the General Fund to the 2009B Refunding Debt Service Fund,
\$50,606	from the General Fund to the 2013B GO Improvement Bond Fund,
\$ 10,000	from the General Fund to the Airport Operations Fund,
\$ 27,000	from the General Fund to the Special Revenue Fund-Civic Center,
\$ 71,140	from the General Fund to the Capital Equipment Fund for Fire Department depreciation

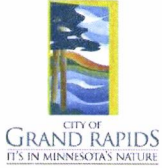
Adopted this 28th day of May, 2013.

Dale Adams, Mayor

Attest:

Kimberly 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 #: 13-0294 **Version:** 1 **Name:** adopt a resolution accepting a law loan OHV from the Yamaha Motor Corporation, USA
Type: Agenda Item **Status:** Consent Agenda
File created: 5/17/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Request by the Police Department to adopt a resolution accepting a law loan Yamaha Rhino side x side OHV from the Yamaha Motor Corp, U.S.A.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Request by the Police Department to adopt a resolution accepting a Law Loan Yamaha Rhino side x side OHV from the Yamaha Motor Corporation, U.S.A.

Body

Background Information:

At the February 25, 2013 City Council Meeting, the Police Department was authorized to apply for the Yamaha Motor Corporation, U.S.A. Law Loan program for ATV / OHV's. The Grand Rapids Police Department was recently notified that they received a Rhino OHV side x side.

The police department would be utilizing this side x side for different events throughout the city during the course of this year, which include but not limited to, assisting at the Grand Rapids High School graduation, Forth of July fireworks, 5k races, Tall Timber Days events, and the Itasca County Fair.

In August the Yamaha Rhino side x side will be returned to Ray's Sport and Cycle.

Staff Recommendation:

I recommend to the Mayor and City Council that we accept the Law Loan Yamaha Rhino side x side from the Yamaha Motor Corporation, U.S.A.

Requested City Council Action

Consider adopting a resolution accepting a Law Loan Yamaha Rhino side x side OHV from the Yamaha Motor Corporation, U.S.A., and authorize the Mayor to sign the attached resolution.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0295 **Version:** 1 **Name:** request to adopt a resolution accepting \$96.92 donation to the police reserve program

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

File created: 5/17/2013 **In control:** City Council

On agenda: 5/28/2013 **Final action:**

Title: Request by the Police Department to adopt a resolution accepting \$96.92 donation from Itasca Community College Student Services to the Police Reserve program.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Request by the Police Department to adopt a resolution accepting a \$96.92 donation from Itasca Community College Student Services to the Police Reserve program.

Body

Background Information:

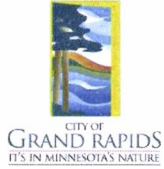
On March 5, 2013 Itasca Community College requested two police officers for a student services event at the college where they would pay overtime for the two officers. A bill was submitted to the College for \$303.08 for the cost of the officers, we were sent a check for \$400.00, the amount of money they had budgeted for this event. The college said they would like to donate the rest of the money \$96.92 to our Police Reserve program, because the Police Reserves were also there assisting at the event and volunteering their time.

Staff Recommendation:

I recommend to the Mayor and City Council that we accept the \$96.92 from the Itasca Community College Student Services for our Police Reserve Program.

Requested City Council Action

Consider adopting a resolution accepting a \$96.92 donation from Itasca Community College Student Services to our Police Reserve program and authorize the Mayor to sign the attached resolution.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0297 **Version:** 1 **Name:** Conc. Hire-Johnson, Chandler
Type: Agenda Item **Status:** Consent Agenda
File created: 5/21/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Approve the hiring of temporary employees with the IRA Civic Center and Grand Rapids Sports Complex beginning May 29, 2013.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Approve the hiring of temporary employees with the IRA Civic Center and Grand Rapids Sports Complex beginning May 29, 2013.

Body

Background Information:

Tyler Johnson and Makayla Chandler will be hired to work at the IRA Civic Center and Grand Rapids Sports Complex starting at \$7.25 an hour as concession workers. They will be additional employees to those who currently work at the IRA Civic Center and Grand Rapids Sports Complex. This expense is covered in the 2013 budget.

Staff Recommendation:

Recommend the hiring of temporary employees with the IRA Civic Center and Grand Rapids Sports Complex beginning May 29, 2013.

Requested City Council Action

Consider approving the hiring of temporary employees with the IRA Civic Center and Grand Rapids Sports Complex beginning May 29, 2013.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0298 **Version:** 1 **Name:** Fire Protection Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 5/21/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Renewed Fire Protection Agreement with the US Forest Service
Sponsors:
Indexes:
Code sections:
Attachments: [Forest Service Protection Agreement](#)

Date	Ver.	Action By	Action	Result
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Title

Renewed Fire Protection Agreement with the US Forest Service

Body

Background Information:

The purpose of the agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of both parties to this agreement. It provides for cooperation only in wildland fire management activities. This agreement is merely an updated renewal of the previous agreement made between the Grand Rapids Fire Department and the USDA Forest Service, Chippewa National Forest.

Staff Recommendation:

Allow for signatures to renew the agreement.

Requested City Council Action

Consider allowing the Mayor and Fire Chief to sign the renewed Cooperative Fire Protection Agreement between the Grand Rapids Fire Department and the USDA Forest Service, Chippewa National Forest.



United States
Department of
Agriculture

Forest
Service

Chippewa National Forest
Supervisor's Office

200 Ash Avenue NW
Cass Lake, MN 56633-3089
Phone: 218-335-8600
Fax: 218-335-8637
TTY: 218-335-8632

File Code: 1580

Date: May 9, 2013

Steve Flaherty
Chief
Grand Rapids Fire Department
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Dear Mr. Flaherty:

Two copies of Cooperative Fire Protection Agreement 13-FI-11090303-018 between the Grand Rapids Fire Department and the Chippewa National Forest are enclosed for signature. The purpose of this agreement is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of parties signatory to this agreement.

Please sign both copies of the agreement and return them in the enclosed addressed envelope to our Supervisor's Office in Cass Lake, MN. Upon signature by the Forest Supervisor, a fully signed copy will be returned to you for your files.

We look forward to our continued partnership with your organization. If you have any questions regarding this agreement, please contact Ben Roy at the Deer River Ranger District, at (218) 246-3456.

Sincerely,

BRENDA FRENZEL
Grants Management Specialist

Enclosures (2)

cc: Adam Cook, Ben Roy





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	13-0299	Version:	1	Name:	Purchase of Lockers for the Fire Department
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	5/21/2013	In control:		In control:	City Council
On agenda:	5/28/2013	Final action:		Final action:	
Title:	Purchase of Gear Lockers for the Fire Department				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Metro Fire Quote for Lockers				

Obsolete, see next page

Date	Ver.	Action By	Action	Result
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Title

Purchase of Gear Lockers for the Fire Department

Body

Background Information:

In 2012, City Council approved the purchase of phase one of the replacement sections of gear lockers from Metro Fire using monies from the fire department's Operating budget. The first phase of new lockers were installed by department personell and have been serving the needs of the department well. This next locker purchase, coming out of the department's Operating budget, will replace the last half of the department's gear lockers in the fire hall.

Metro Fire is the only vendor who supplied the lockers that were installed last year during phase one of the project, and they have been working closely with the department with regards to proper measurements and design for this final phase.

Staff Recommendation:

The Fire Chief recommends purchasing the lockers from Metro Fire.

Requested City Council Action

Consider allowing the Fire Department to purchase a section of replacement gear lockers from Metro Fire in the amount of \$3,538.00 plus any applicable shipping and sales tax.



CITY OF GRAND RAPIDS

Legislative Master

File Number: 13-0299

File ID: 13-0299	Type: Agenda Item	Status: Consent Agenda
Version: 1	Reference:	In Control: City Council
File Name: Purchase of Lockers for the Fire Department		File Created: 05/21/2013
Title: Purchase of Gear Lockers for the Fire Department		Final Action:

Notes:

Sponsors:

Enactment Date:

Attachments: Metro Fire Quote for Lockers

Enactment Number:

Contact:

Hearing Date:

Drafter: Steve Flaherty

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	05/28/2013					

Text of Legislative File 13-0299

Purchase of Gear Lockers for the Fire Department

Background Information:

In 2012, City Council approved the purchase of phase one of the replacement sections of gear lockers from Metro Fire using monies from the fire department's Operating budget. The first phase of new lockers were installed by department personell and have been serving the needs of the department well. This next locker purchase, coming out of the department's Operating budget, will replace the last half of the department's gear lockers in the fire hall.

Metro Fire is the only vendor who supplied the lockers that were installed last year during phase one of the project, and they have been working closely with the department with regards to proper measurements and design for this final phase.

In addition the City of Orr Fire Department has offered to buy our old lockers for \$500.00.

Staff Recommendation:

The Fire Chief recommends purchasing the lockers from Metro Fire and selling the old ones to the City of Orr Fire Department for \$500.00.

Requested City Council Action

Consider allowing the Fire Department to purchase a section of replacement gear lockers from Metro Fire in the amount of \$3,538.00 plus any applicable shipping and sales tax and selling the old ones to the City of Orr Fire Department for \$500.00.



PREPARED FOR:
GRAND RAPIDS FIRE DEPARTMENT

QUANTITY:	DESCRIPTION:	UNIT PRICE:	TOTAL:
1	GEAR GRID MODEL 402013 THIRTEEN (13) OPENING GEAR STORAGE LOCKER W/O DOORS - 20" WIDE. INCLUDES TWO SHELVES AND THREE APPAREL HOOKS PER LOCKER. RED IN COLOR.	\$2,849.00	\$2,849.00
1	GEAR GRID 412181 20" 1 START TOP STORAGE SHELF.	\$24.00	\$24.00
4	GEAR GRID 412185 20" 3 EXTENSION TOP STORAGE SHELF	\$72.00	\$288.00
13	GEAR GRID MODEL 401013 COAT DRYING HANGER.	\$11.00	\$143.00
13	GEAR GRID 401020 HORIZONTAL HANGING ROD - 20"	\$18.00	\$234.00
		TOTAL:	\$ 3,538.00

Any returns are subject to Metro Fire's return policy

Date of Quotation: 5-21-2013

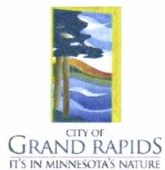
Quote Expires: 30 Days

**Taxes, if Applicable, and Shipping Charges are Not Included Unless Otherwise Noted **

Thank you for the opportunity to quote on the above items.



13915 Lincoln Street N.E. * Suite D* Ham Lake, MN 55304
Phone 763/767-7247 * Fax 763/767-7253 * Toll Free 888/422-1881



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0302 **Version:** 1 **Name:** Appointment of John Ophoven to the position of part-time Parking Enforcement Officer.
Type: Agenda Item **Status:** Consent Agenda
File created: 5/21/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Appointment of John Ophoven to the position of part-time Parking Enforcement Officer.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Appointment of John Ophoven to the position of part-time Parking Enforcement Officer.

Body

Background Information:

Since 2006 the City has had a Parking Enforcement Officer position for the summer months. The Police Department had been receiving continuous complaints from the businesses in the Central Business District regarding the overtime parking and the lack of parking. A major complaint with the downtown businesses was the lack of consistency in parking enforcement.

Parking enforcement has been and continues to be handled by the Community Assistance Officer when time is available. Police Officers also do it on a limited basis when time is available, however it is difficult to be consistent. There is one position budgeted for 2013.

John Ophoven was hired last year and will be returning again this year during the months of June, July, and August.

Staff Recommendation:

Assistant Chief Steve Schaar has recommended hiring John Ophoven at a rate of \$7.50 per hour effective June 1, 2013.

Requested City Council Action

Consider appointing John Ophoven as part-time Parking Enforcement Officer at a rate of \$7.50 per hour effective June 1, 2013.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0309 **Version:** 1 **Name:** Approve Golf Course Employees
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Approve Golf Course Employees

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Approve Golf Course Employees

Body

Background Information:

The golf staff requests approval for the hiring of two seasonal maintenance employees. Employees would begin employment no sooner than May 29 and end employment no later than October 31, 2013.

Staff Recommendation:

Approve the hire of the Gary Koster and Zachary Giese at an hourly wage of \$7.25.

Requested City Council Action

Consider approval of seasonal employment on the PGC maintenance staff for Gary Koster and Zachary Giese at the hourly rate of \$7.25.

Employment will begin no sooner than Many 29 and end no later than October 31, 2013.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0312 **Version:** 1 **Name:** ATV Ordinance
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Request by the police department to adopt a new City Ordinance authorizing the use and non-use of all-terrain vehicles (ATV) within the City of Grand Rapids.
Sponsors:
Indexes:
Code sections:
Attachments: [ATV Ordinance](#)
[ATV Route Map](#)
[ATV Restriction](#)

Date	Ver.	Action By	Action	Result
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Title

Request by the police department to adopt a new City Ordinance authorizing the use and non-use of all-terrain vehicles (ATV) within the City of Grand Rapids.

Body

Background Information:

At the May 20, 2013 policy ordinance and review meeting, the City Council discussed the implementation of a new ordinance regulating the use and non-use of ATV's.

City staff has met with State and County officials to develop an ordinance that would regulate the use of ATV's within the city. As part of the purposed ordinance, an established City ATV trail system will be enacted. The designated trails will connect City ATV trails with State and County trails. Also contained within the ordinance is a restricted use area, maps of both the designated trails and restricted area will be made available to the public.

The Police Department and City Attorney have reviewed the purposed ordinance and find that the ordinance is ready for adoption and publication.

Staff Recommendation:

The Police Department is recommending the passage of the attached purposed ordinance.

Requested City Council Action

Consider the request by the police department to adopt a new City Ordinance authorizing the use and non-use of all-terrain vehicles (ATV) within the City of Grand Rapids. Authorize the Mayor and City Administrator to sign said ordinance and allow for publication in summary form.

**CITY OF GRAND RAPIDS
ORDINANCE NO. 66-76**

**AN ORDINANCE ADDING A NEW SECTION 66-76 TO THE GRAND RAPIDS
CITY CODE, 66-76, AS AMENDED, REGARDING THE USE AND NON USE OF
ALL-TERRAIN VEHICLES (ATV)**

I. Sec. 66-76. All-Terrain Vehicles (ATV) Definitions

Subdivision 1.

Applicability. For the purposes of Grand Rapids City Ordinances, the terms defined herein shall have the meaning ascribed to them.

Subdivision 2.

All-terrain vehicle or ATV. "ATV" or "All Terrain Vehicle" shall mean an All Terrain vehicle as defined in Minnesota's Statute 84.92.

Subdivision 3.

Person. "Person" includes an individual, partnership, corporation, the state and its Agencies and subdivisions, and any body of persons, whether incorporated or not.

Subdivision 4.

Owner. "Owner" means a person, other than a lien holder, having the property in or title to a ATV, entitled to the use or possession thereof.

Subdivision 6.

Operator. "Operator" means every person who operates or is in actual physical control of an ATV.

Subdivision 7.

Roadway. "Roadway" means that portion of a highway improved, designed or Ordinarily used for vehicular travel.

Subdivision 8.

Manufacturer. "Manufacturer" means a person, partnership, or corporation engaged in the business of manufacturing ATVs.

II. ATV Restrictions

Subdivision 1.

Operation of an ATV within the city is prohibited except as authorized by this article.

Subdivision 2.

ATVs shall not be operated within the following described area except as provided in this section: Commencing at the point where the southerly extension of the west boundary of Third Avenue NW intersects with the Mississippi River, then north along the west boundary of Third Avenue NW to the north boundary of Fifth Street NW, thence east on the north boundary of Fifth Street North to the east boundary of Second Avenue NE to the Mississippi River to the point of beginning. An ATV may be operated in the area described in this subsection in an emergency during the period of time when and at the location where snow upon the roadway renders travel by automobile impractical. A map of this restricted area can be obtained through the city's police department.

Subdivision 3.

ATVs shall not be operated upon the campus of a hospital or school, upon the property of a skating rink, city park, playground, or city property, except on designated ATV trails, nor shall they be operated within an area prohibiting their use by signs. A map of designated ATV trails can be obtained through the city's police department.

Subdivision 4.

ATVs shall not be operated on city sidewalks, except those sections of sidewalk that is part of the city's designated ATV route.

Subdivision 5.

ATVs shall not be operated upon the private property of another without claim of right or consent of the owner or the consent of one who has the right to give consent except in an emergency situation.

III. ATV Allowed Operation

Subdivision 1.

ATVs may be operated on the streets, avenues, alleyways and property of the city as follows:

- (1) An ATV may not be operated on the streets, avenues and alleyways of the City and designated city ATV trails unless:
 - A. The ATV is operated as far to the right on the traveled portion of the Street, avenue, alley, or designated ATV trail as is reasonable and prudent.
 - B. The operator stops the ATV at every intersection.
 - C. The operator yields to the right-of-way of all motor vehicles and pedestrians.
 - D. The ATV is not operated at a speed greater than 15 miles per hour.
 - E. All ATVs traveling in the same direction must travel in single file.

Subdivision 2.

Operators of ATVs must abide by all state statutes and regulations.

Subdivision 3.

All ATVs operated on any street, avenue, alleyway, city property or designated ATV trail in the city shall be equipped as described in state statutes 84.928(2) and 6102.0040.

VI. Penalty

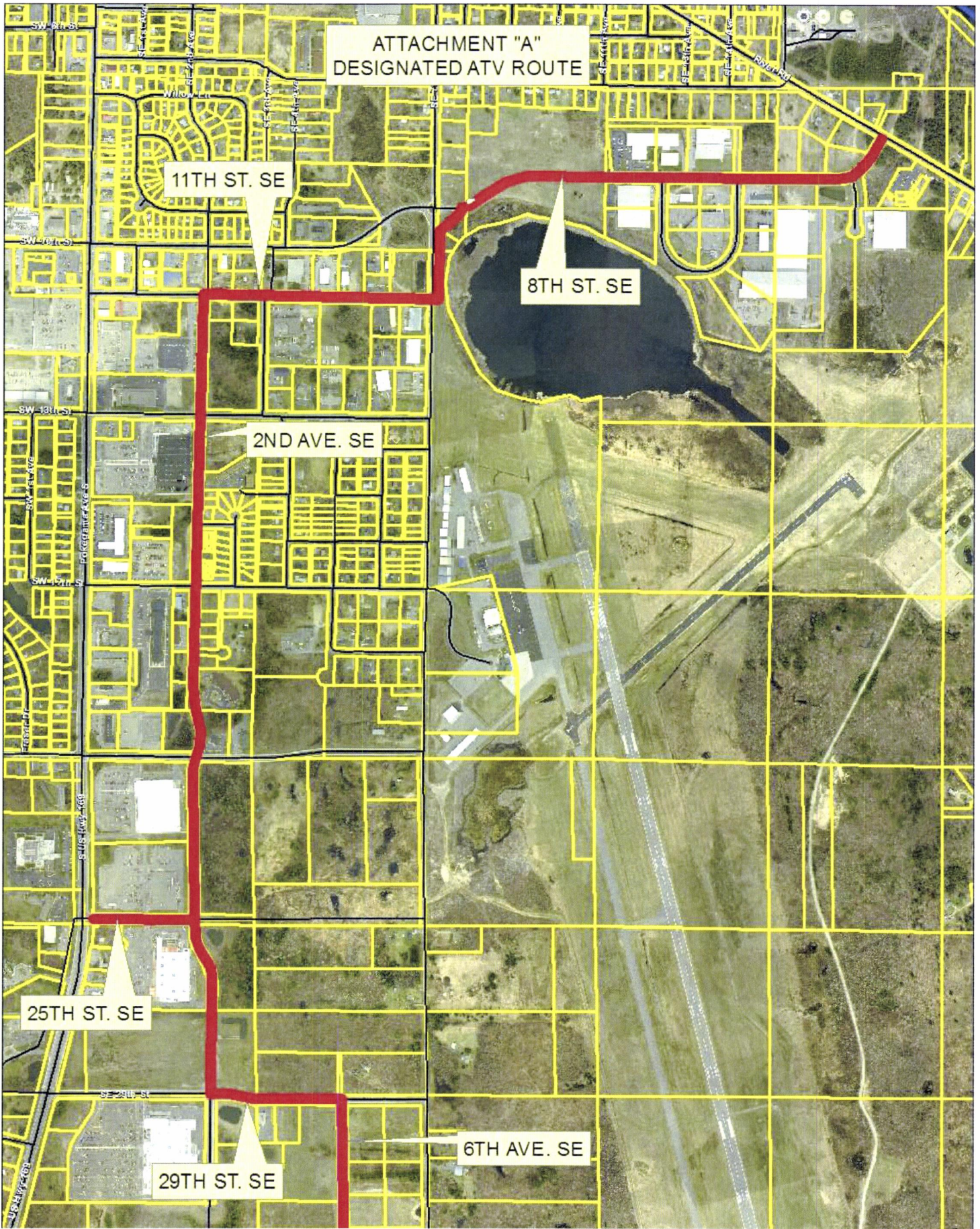
Every person convicted of a violation of any of the provisions of this ordinance shall be guilty of a misdemeanor, the maximum penalty of which shall be a maximum penalty as determined by state law in effect at the time of the said violation.

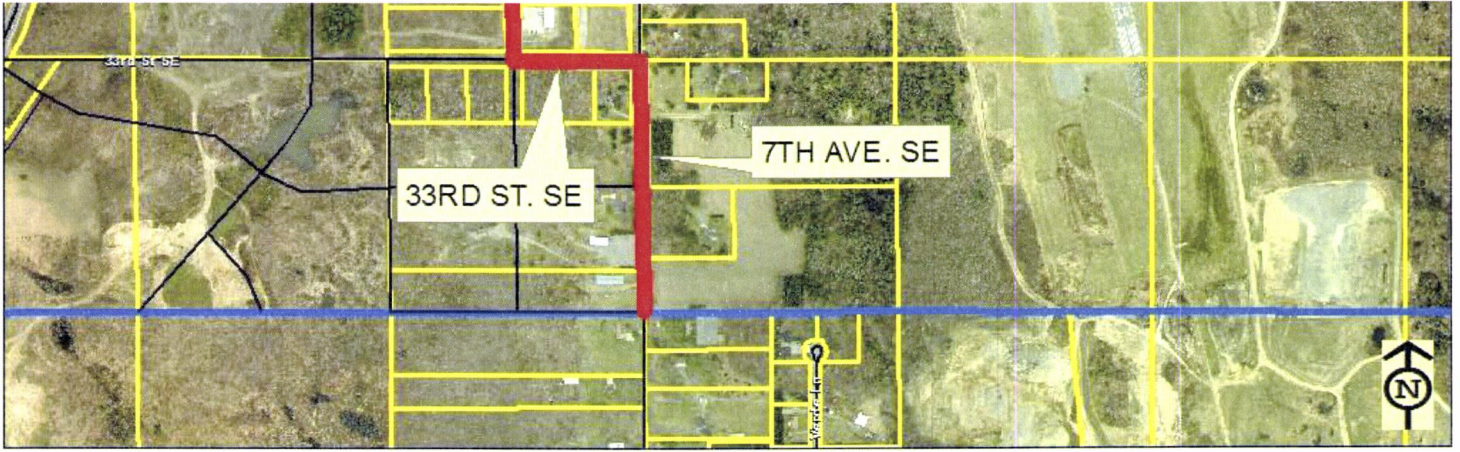
ADOPTED AND PASSED by the City Council of the City of Grand Rapids on the _____ day of _____, 2013

Dale Adams, Mayor

ATTEST:

Tom Pagel
City Administrator







Library Parking Lot

Boundary
Subdivision 2
Snowmobiles / ATV Restrictions

Polegama Ave N

NE 2nd St

NW 2nd St

NE 3rd Ave

NE 3rd St

NW 3rd St

NE 2nd Ave

NE 4th St

NW 2nd Ave

NW 4th St

Isasca County Parking Lot

NE 2nd Ave

NE 1st Ave

NW 1st Ave

NW 3rd Ave

NE 5th St

NW 5th St

RECEIVED
MAY 23 2013
CITY OF GRAND RAPIDS

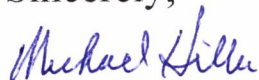
May 21, 2013

To Whom It May Concern:

I am writing in support of the proposed ATV trail access to Grand Rapids, down to the UPM ATV trail. This access would help our City's economy and be a boost to our area tourist business.

I represent the ATV Alliance of Itasca County and we as an Organization are in full support of the proposed ATV trail access To Grand Rapids.

Sincerely,



Michael Hilla
Secretary, ATV Alliance of Itasca County



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0316 **Version:** 1 **Name:** Pay adjustment for Samantha Hallfrisch, Animal Control Facility Attendant.
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Pay adjustment for Samantha Hallfrisch, Animal Control Facility Attendant.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Pay adjustment for Samantha Hallfrisch, Animal Control Facility Attendant.

Body

Background Information:

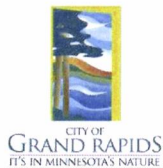
Samantha Hallfrisch, Animal Control Facility Attendant, was hired on April 26, 2011 at a starting wage of \$7.25 per hour (minimum wage). Typically our seasonal and temporary employees receive an annual increase of \$.25 per hour, however that has not been the case with Samantha due to oversight.

Staff Recommendation:

Police Chief Jim Denny and Assistant Police Chief Steve Schaar are recommending increasing Samantha's hourly wage from \$7.25 per hour to \$8.00 per hour effective June 1, 2013.

Requested City Council Action

Consider an hourly pay adjustment for Samantha Hallfrisch, Animal Control Facility Attendant, from \$7.25 per hour to \$8.00 per hour effective June 1, 2013.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0322 **Version:** 1 **Name:** CP 2013-3 Receive Report
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: A resolution receiving the feasibility report for CP 2013-3, 1st Avenue NE - Friesen Addition
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 2013-3 Feasibility Report.pdf](#)
[5-28-13 Resolution - CP 2013-3 Rec Feasb Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A resolution receiving the feasibility report for CP 2013-3, 1st Avenue NE - Friesen Addition

Body

Background Information:

Attached is the feasibility report for CP 2013-3, 1st Avenue NE - Friesen Addition. The attached resolution will formally accept the report.

Staff Recommendation:

City staff is recommending a resolution receiving the feasibility report for CP 2013-3, 1st Avenue NE - Friesen Addition.

Requested City Council Action

Consider approving a resolution receiving the feasibility report for CP 2013-3, 1st Avenue NE - Friesen Addition.



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

Feasibility Report

For:
City Project 2013-3, 1st Avenue NE - Friesen Addition

May 28, 2013

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PROJECT NEED.....7
COST EFFECTIVENESS7

EXECUTIVE SUMMARY

City Project 2013-3, 1st Avenue NE – Friesen Addition is the new construction of street, sanitary sewer, water main, storm sewer, and associated appurtenances. The improvements are located within 1st Avenue NE, connecting to 20th Street NE, and extended southerly approximately 450 feet.

The project opinion of Cost for CP 2013-3 is as follows:

Opinion of Project Cost:

Construction	178,570
10% Contingency	8,929
Engineering	17,857
Legal/Publishing	1,500
Administration	3,571
Cost of Issuance	7,143
TOTAL	\$217,570

It is proposed to fund the project as follows:

Proposed Financing:

Assessments	217,570
TOTAL	\$217,570

This project is buildable and financially feasible. It is my recommendation that this project be advanced as further described in this report.

Regards,



Tom Pagel, P.E.
City Administrator/Engineer

CC: Jeff Davies, Director of Public Works
Shirley Miller, Director of Finance
Anthony Ward, GRPU General Manager

PROJECT BACKGROUND & SCOPE

City Project 2013-3, 1st Avenue NE – Friesen Addition is the new construction of street, sanitary sewer, water main, storm sewer, and associated appurtenances. The improvements are located within 1st Avenue NE, connecting to 20th Street NE, and extended southerly approximately 450 feet.

CP 2013-3 Location Map



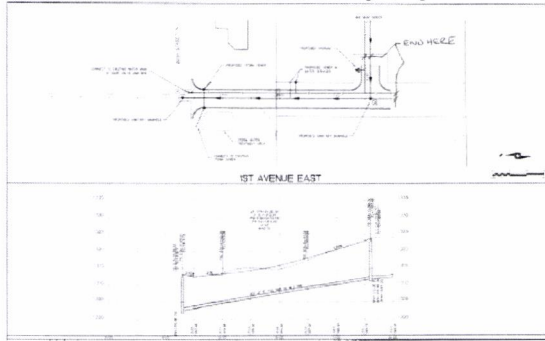
EXISTING CONDITIONS

The infrastructure within the plat of Friesen Addition currently does not exist.

PROPOSED IMPROVEMENTS

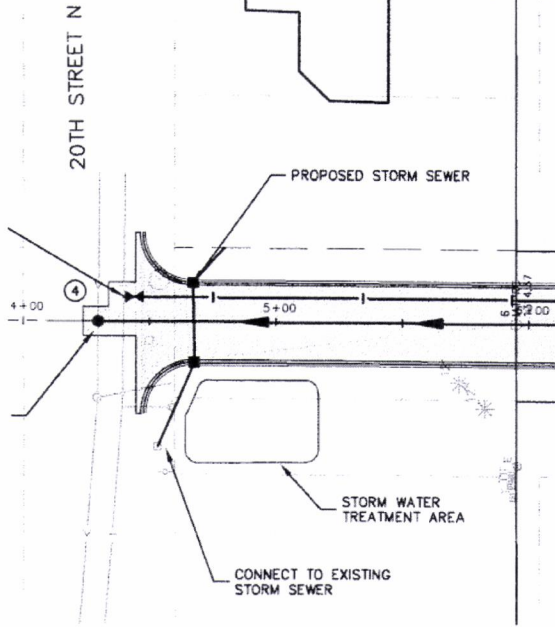
Sanitary Sewer and Water

Eight inch Sanitary sewer and water main will be connected to existing utilities located within the 20th Street NE right of way near the intersection of 1st Avenue NE. The utilities will be extended south as identified in the following drawing.



Storm Sewer

Storm sewer will be extended south from the intersection of 20th Street NE to 1st Avenue NE and two catch basins will be constructed. A rain garden will also be constructed on the west side of 1st Avenue NE near 20th Street NE as identified in the following drawing.



New Street

The extension of 1st Avenue NE, south from 20th Street NE, will be a 32 foot wide street with B618 concrete curb and gutter. The pavement section will consist of 4 inches of bituminous, 6 inches of aggregate base class 5, and 18 inches of frost free granular base. The limits of the street extension are identified in the following drawing.



PROJECT INITIATION

This project is being initiated by a petition of 100% of the benefitting property owners, therefore, no public hearing is required and a 3/5 majority vote will be required to order the project.

BENEFIT AREA

The benefit areas for this project are identified in the following drawing. The area is consistent with the Special Assessment Policy adopted on November 8, 1993, and amended on April 26, 2004, and December 8, 2008.

CP 2013-3, Benefit Area



PROJECT SCHEDULE

The project is tentatively scheduled to advance as follows:

Feasibility Report to council	May 28, 2013
Order Plans & Specifications	May 28, 2013
Approve Plans and Advertise for Bids	June 10, 2013
Open Bids	July 2, 2013
Award Contract	July 8, 2013
Construction	July to October, 2013
Final Assessments	Fall, 2013

PROJECT OPINION OF COST AND FINANCING

The following table summarizes the project cost and funding for all options explored under this project.

Opinion of Project Cost:

Construction	178,570
10% Contingency	8,929
Engineering	17,857
Legal/Publishing	1,500
Administration	3,571
Cost of Issuance	7,143
TOTAL	\$217,570

It is proposed to fund the project as follows:

Proposed Financing:

Assessments	217,570
TOTAL	\$217,570

PROJECT NEED

The purpose of this project is to facilitate the development of an assisted living facility along with future multi-family living developments. There is a clear need for the improvements, identified under this proposed project, in order to provide assisted living to our aging community.

COST EFFECTIVENESS

The materials and methods that will be employed to construct these improvements have been proven to be a cost effective means by which to provide and maintain adequate pavements.

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

RESOLUTION NO. 13-__

**A RESOLUTION RECEIVING THE REPORT
1st Avenue NE – Friesen Addition
Project 2013-2**

WHEREAS, a report has been prepared by the City Engineer with reference to the 1st Avenue NE – Friesen Addition, and

WHEREAS, this report was received by the Council on May 28, 2013.

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

1. The council will consider the above-mentioned improvement in accordance with the Feasibility Report and the assessment of benefiting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvement of \$217,570.
2. A Public Hearing is not required in accordance with MN Statutes 429.031, subdivision 3, because 100% of the benefiting property owners have executed a petition for the proposed improvements.

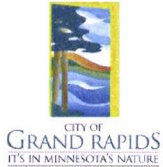
Adopted by the Council this 28th day of May, 2013.

ATTEST:

Dale Adams, Mayor

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 #:	13-0326	Version:	1	Name:	Consider the adoption of a resolution calling for a July 8, 2013 public hearing to consider the establishment of Tax Increment Financing (TIF) Housing District No. 1-9 (Majestic Pines), and the creation of a TIF Plan.
Type:	Agenda Item	Status:			Consent Agenda
File created:	5/22/2013	In control:			City Council
On agenda:	5/28/2013	Final action:			
Title:	Consider the adoption of a resolution calling for a July 8, 2013 public hearing to consider the establishment of Tax Increment Financing (TIF) Housing District No. 1-9 (Majestic Pines), and the creation of a TIF Plan.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grand Rapids Resol Calling PH on Majestic Pines TIF 1-9.pdf UPDATED - Grand Rapids Housing TIF Majestic Pines Public Hearing July 8 052113.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider the adoption of a resolution calling for a July 8, 2013 public hearing to consider the establishment of Tax Increment Financing (TIF) Housing District No. 1-9 (Majestic Pines), and the creation of a TIF Plan.

Body

Background Information:

City staff, the City's fiscal consultant (Springsted), and the Grand Rapids HRA are reviewing the TIF Business Assistance Application submitted by Majestic Pines, LLC, requesting TIF financing assistance for the development public infrastructure in support of the development of a 74 unit continuum of care senior assisted living facility featuring apartments with home care services, traditional assisted living, memory care units and a therapeutic wellness center to be located on a 13 acre parcel opposite from the GrandItasca Clinic and Hospital and adjacent to the Grand Dental Center.

The attached draft resolution authorizes the preparation of a draft modified Development Plan and TIF Plan, and the notification of the Itasca County Board and School Board. The draft resolution also directs the preparation of a notice setting the public hearing, to consider the establishment of the TIF District, for 6:00 pm on July 8, 2013.

A draft time line of events has been attached as additional information.

Requested City Council Action

Consider the adoption of a resolution calling for a July 8, 2013 public hearing to consider the establishment of Tax Increment Financing (TIF) Housing District No. 1-9 (Majestic Pines), and the creation of a TIF Plan.

CITY OF GRAND RAPIDS

Resolution No. _____

RESOLUTION CALLING FOR A PUBLIC HEARING ON THE
ESTABLISHMENT OF TAX INCREMENT FINANCING
(HOUSING) DISTRICT NO. 1-9 (MAJESTIC PINES SENIOR
HOUSING) AND CREATION OF A TIF PLAN THEREFOR

WHEREAS, the City of Grand Rapids (the “City”) has contemplated using tax increment financing (“TIF”) in order to facilitate development of congregate senior housing, including memory care units, enhanced care units, and independent housing units with services (the “Development”) pursuant to Minnesota Statutes, Sections 469.124 to 469.134 and Sections 469.174 to 469.1794, as amended (collectively, the “Acts”); and

WHEREAS, the City has reviewed a business assistance application from Majestic Pines Grand, LLC, a Minnesota limited liability company (the “Developer”), requesting tax increment financing assistance for the Development; and

WHEREAS, the City Council has determined to consider the establishment of TIF District No. 1-9 (Majestic Pines Senior Housing) (the “TIF District”) within its Development District No. 1 and to hold a public hearing thereon in accordance with the Acts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids, that:

1. The City Council hereby authorizes City staff and consultants to prepare a TIF Plan (the “TIF Plan”) for the TIF District in connection with the Development, and to arrange for distribution of notices to the County Commissioner representing this site, the Itasca County Board, and the school board for Independent School District No. 318.

2. The City Administrator is authorized and directed to publish a notice in substantially the form attached hereto as EXHIBIT A in the City’s official newspaper setting a public hearing before the City Council on Monday, July 8, 2013, at 6:00 p.m. at City Hall on the TIF District and TIF Plan. The notice shall be published in the newspaper at least 10 but not more than 30 days prior to the public hearing, and shall include a map of the proposed TIF District.

3. The City Administrator is authorized and directed to take all other actions necessary to bring the TIF Plan before the City Council at the time of the public hearing.

Approved by the City Council of the City of Grand Rapids this 28th day of May, 2013.

Mayor

ATTEST:

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Grand Rapids, Minnesota (the "City") will meet on Monday, July 8, 2013, beginning at 5:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers at the Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, Minnesota, for purposes of conducting a public hearing on the proposed establishment of Tax Increment Financing District No. 1-9 (the "TIF District") within Development District No. 1 (the "Development District") and adoption of a Tax Increment Financing Plan (the "TIF Plan") therefor.

The proposed TIF District is a housing district, whose purpose is to facilitate development of congregate senior housing, including memory care units, enhanced care units, and independent housing units with services on an underutilized site in the Development District. Upon request, a draft copy of the proposed TIF Plan is available for public inspection at the office of the City Administrator at the City Hall.

A map showing the boundaries of the Development District and the property to be included in the proposed TIF District is set forth below.

All interested persons may appear at the hearing and present their views orally or prior to the meeting in writing. Written comments should be addressed to: City Administrator, City of Grand Rapids, 420 N. Pokegama Avenue, Grand Rapids, Minnesota 55744.

[Insert map]

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF GRAND RAPIDS,
MINNESOTA

/s/ Tom Pagel

City Administrator
City of Grand Rapids, Minnesota

Dated: [Date of publication]

City of Grand Rapids, Minnesota
Tax Increment Financing (Housing) District
Majestic Pines Proposed Housing Project

Proposed Schedule of Events – July 8, 2013 Public Hearing

Schedule of Events		
Date	Event	Responsible Party
May 2013	Evaluate Developer information and drafting of TIF Plan	City, Attorney, Springsted
Establishment of TIF Plan and TIF District		
Friday, May 24, 2013	County Commissioner <u>receives</u> notification letter <i>(at least 30 days prior to publication of notice of public hearing)</i>	Springsted
Tuesday, May 28, 2013	City Council calls for public hearing for Monday July 8, 2013	City, Attorney
Thursday, June 6, 2013	City Planning Commission reviews TIF plan	City, Attorney
Prior to Friday, June 7, 2013	County and School District <u>receive</u> impact letters & draft TIF plan <i>(at least 30 days prior to public hearing)</i>	Springsted
Monday, June 17, 2013	Grand Rapids HRA reviews TIF plan and provides recommendations	City, Attorney
Wednesday, June 26, 2013 Deadline: June 24 – 2PM	Publication of notice of public hearing (Grand Rapids Herald Review) <i>(10-30 days prior to public hearing)</i>	Springsted
Monday, July 8, 2013	City Council holds public hearing, and adopts resolution approving TIF Plan and TIF District	City, Attorney, Springsted
Monday, July 8, 2013	Review and approval of Development Agreement	City, Attorney, Springsted
After July 8	State filing and request for county certification	Springsted



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0327 **Version:** 1 **Name:** CP 20043- WO 2
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Work Order 2 related to CP 2004-3, 4th Street SE/SW
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 Attachment CP 2004-3 work order #2 signed.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Work Order 2 related to CP 2004-3, 4th Street SE/SW

Body

Background Information:

Work Order 2 is for the replacement of bituminous that has failed along the north driving lane of 4th Street SW in between 2nd Avenue SW and 5th Avenue SW. The bituminous needs to be replaced and it makes the most fiscal sense to do it under the existing contract. The attached work order authorizes the work.

Staff Recommendation:

City staff is recommending the approval of Work Order 2 related to CP 2004-3, 4th Street SW/SE in an amount of \$20,766.32 with funds from the project account.

Requested City Council Action

Consider approval of Work Order 2 related to CP 2004-3, 4th Street SW/SE in an amount of \$20,766.32 with funds from the project account.

STATE AID FOR LOCAL TRANSPORTATION
WORK ORDER FOR MINOR EXTRA WORK

Nov 2007

City/County of City of Grand Rapids

Work Order No. 2

FEDERAL PROJECT NO. TEAX 3112 (248)	STATE PROJECT NO. SP 129-090-006	LOCAL PROJECT NO. 129-139-001	CONTRACT NO. 129-117-001
CONTRACTOR NAME AND ADDRESS Hammerlund Construction, Inc. 3201 Highway 2 West Grand Rapids, MN 55744		LOCATION OF WORK 4th Street South Reconstruction, C.P. 2004-3	
		TOTAL WORK ORDER AMOUNT \$20,766.32	

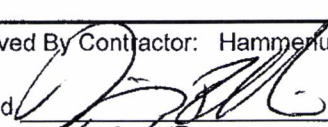
In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

4th Street SW, from Woodland Lane to 3rd Avenue SW, has a section of bituminous pavement that needs to be repaired. The area is 610 feet long by 8' wide, and is adjacent to the north curb line. The poor pavement will be removed, and replaced with new aggregate base and bituminous. This work order covers the additional cost to remove and replace the bituminous pavement.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 002					
2021.501	MOBILIZATION	LS	\$1,000.00	1	\$1,000.00
2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	\$7.21	542	\$3,907.82
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.25	626	\$1,408.50
2211.503	AGGREGATE BASE (CV) CLASS 5	C Y	\$24.00	95	\$2,280.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$91.00	45	\$4,095.00
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON	\$91.00	75	\$6,825.00
2563.601	TRAFFIC CONTROL	LS	\$1,250.00	1	\$1,250.00
Funding Category No. 002 Total:					\$20,766.32
Work Order No. 2 Total:					\$20,766.32

* Funding category is required for federal projects.

Approved By Project Engineer: Tom Pagel	Approved By Contractor: Hammerlund Construction, Inc.
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>5/15/13</u> Phone: (218) 326-1881

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.			
This project is eligible for:	_____ Federal Funding	_____ State Aid Funding	_____ Local funds
District State Aid Engineer:	_____	Date:	_____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0328 **Version:** 1 **Name:** CP 2012-6 WO 1
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Work Order 1 related to CP 2012-6, ICC/Glenwood Drive Signal
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 Attachment CP 2012-6 WO#1 signed.pdf](#)
[5-28-13 Attachment CP 2012-6 WO#1 drawing.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Work Order 1 related to CP 2012-6, ICC/Glenwood Drive Signal

Body

Background Information:

Work Order 1, as directed by Itasca County, is for the extension of curb and gutter and street on Glenwood Drive. CSAH funds will be utilized to cover this expense.

Staff Recommendation:

City staff is recommending the approval of Work Order 1 related to CP 2012-6, ICC/Glenwood Drive Signal, in an amount of \$26,377.05, with funding from Itasca County.

Requested City Council Action

Consider approval of Work Order 1 related to CP 2012-6, ICC/Glenwood Drive Signal, in an amount of \$26,377.05, with funding from Itasca County.

STATE AID FOR LOCAL TRANSPORTATION
 WORK ORDER FOR MINOR EXTRA WORK

Nov 2007

City/County of City of Grand Rapids

Work Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 031-685-001	LOCAL PROJECT NO. 2012-6	CONTRACT NO. 121161
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL WORK ORDER AMOUNT \$26,377.05	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.
 Itasca County has been working on a reconstruction plan for Glenwood Drive (CSAH 85) and has recently decided on a proposed typical section for this roadway. The original design matched this existing roadway, which was rural in nature (shoulders and ditches). The proposed design for this roadway is an urban section, which includes concrete curb and gutter and storm sewer. This work order covers the added items to implement an urban roadway section.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 001					
2021.501	MOBILIZATION	LS	\$300.00	1	\$300.00
2101.502	CLEARING	TREE	\$500.00	1	\$500.00
2101.507	GRUBBING	TREE	\$500.00	1	\$500.00
2104.509	REMOVE MAIL BOX SUPPORT	EACH	\$100.00	3	\$300.00
2105.501	COMMON EXCAVATION	C Y	\$5.80	36	\$208.80
2211.503	AGGREGATE BASE (CV) CLASS 5	C Y	\$20.00	36	\$720.00
2506.522	ADJUST FRAME & RING CASTING	EACH	\$250.00	1	\$250.00
2506.602	SEAL CATCH BASIN	EACH	\$365.75	2	\$731.50
2521.501	4" CONCRETE WALK	S F	\$3.85	2005	\$7,719.25
2521.501	6" CONCRETE WALK	S F	(\$4.00)	298	(\$1,192.00)
2531.501	CONCRETE CURB & GUTTER DESIGN B618	L F	\$11.85	395	\$4,680.75
2531.507	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$60.00	57	\$3,420.00
2531.618	TRUNCATED DOMES	S F	\$25.00	4	\$100.00
2540.602	MAIL BOX SUPPORT	EACH	\$200.00	3	\$600.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	\$150.00	2	\$300.00
2582.502	4" SOLID LINE WHITE-EPOXY	L F	(\$0.75)	395	(\$296.25)
Funding Category No. 001 Total:					\$18,842.05
Funding Category No. 002					
2503.541	12" RC PIPE SEWER DES 3006 CL V	L F	\$37.00	89	\$3,293.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$600.00	1	\$600.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$1,321.00	2	\$2,642.00
2506.516	CASTING ASSEMBLY	EACH	\$500.00	2	\$1,000.00
Funding Category No. 002 Total:					\$7,535.00
Work Order No. 1 Total:					\$26,377.05

* Funding category is required for federal projects.

Approved By Project Engineer: Tom Pagel	Approved By Contractor: Casper Construction
Signed _____	Signed <u>Tom [Signature]</u>
Date: _____ Phone: (218) 326-7601	Date: <u>5/20/13</u> Phone: (218) 326-9637

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

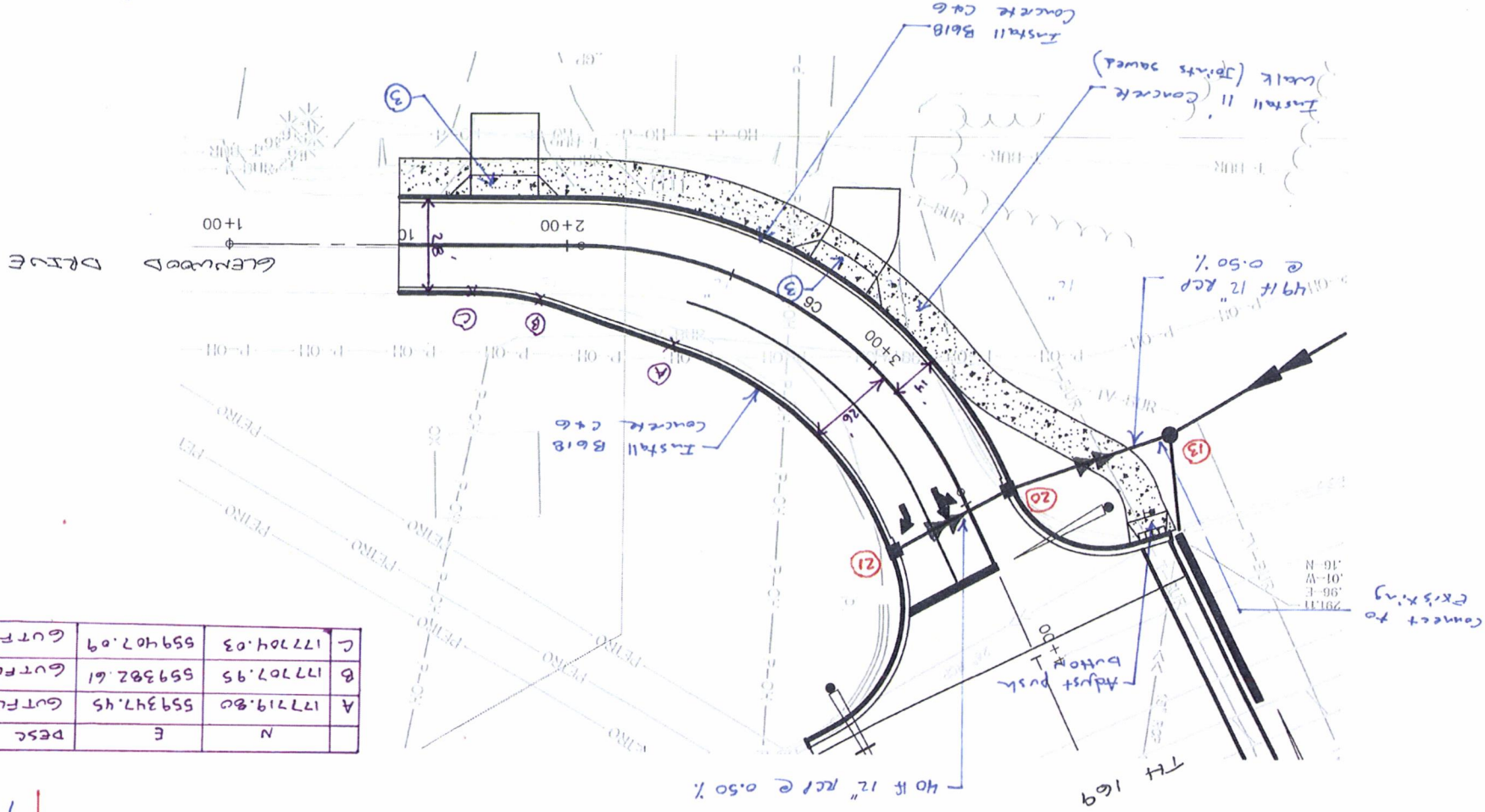
<p>The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.</p>		
<p>This project is eligible for: _____ Federal Funding _____ State Aid Funding _____ Local funds</p>		
<p>District State Aid Engineer: _____</p>		<p>Date: _____</p>

		N	E	DESC
A	17719.80	559347.45	GUTFL	
B	17707.95	559382.61	GUTFL	
C	17704.03	559407.09	GUTFL	

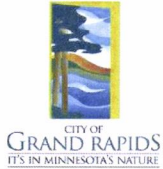
#	N	E	T.C	Z.N.
13			1290.17	1285.80(E)
20	17760.31	559248.39	1291.41	1286.05 (W/E)
21	17778.84	559281.66	1290.92	1286.25 (W)

1" = 30'
2"

③ - 8" Concrete Dr
Pavement



NOTES: Structures 20 & 21 will be type G with BOS/B14 castings with concrete walk will be 4" concrete with 4" aggregate base, c.u.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0329 **Version:** 1 **Name:** 21st Street SW Lillis Easment
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: A purchase of permanent easement related to the future extension of 21st Street SW.
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 Attachment Easement Lillis.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A purchase of permanent easement related to the future extension of 21st Street SW.

Body

Background Information:

Attached is an executed permanent easement and agreement with Travis and Kristina Lillis which is required for the future extension of 21st Street SW. By securing easements for this future extension, the City is positioning itself well to be "shovel ready" when grant opportunities become available.

Staff Recommendation:

City staff is recommending the purchase of permanent easement from Travis and Kristina Lillis in an amount of \$9,240.00, with funding from the MSAS Maintenance Account.

Requested City Council Action

Consider approval of the purchase of permanent easement from Travis and Kristina Lillis in an amount of \$9,240.00, with funding from the MSAS Maintenance Account.



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

ENGINEERING DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

OFFER LETTER

January 4, 2013

Travis and Kristina Lillis
1723 Oakdale Drive
Grand Rapids, MN 55744

In reply refer to: Purchasing Easement for construction of extinction of 21st Street S.W.,
City Project 2003-18

Dear Travis and Kristina Lillis

The City of Grand Rapids hereby submits to you an offer of **\$9,240.00**, for both permanent easements and temporary easement, which is the amount of the appraised market value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT " attached hereto, disregarding any change in the before value of the property caused by the Horseshoe Lake Road project.

The City's appraisal of market value is based on appraisals made by the City and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

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

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

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

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the proceeds you received from the City. You may need to report some of the proceeds on your tax return.

Your tax preparer will know what taxes consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Shirley Miller, Finance Director, at 218.326.7616

Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.

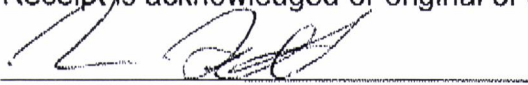
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,

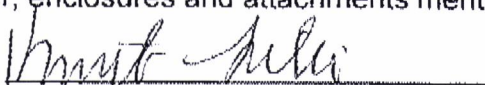


By: Patrick Pollard
Engineering Tech.

Receipt is acknowledged or original of this letter, enclosures and attachments mentioned herein.



Travis Lillis



Kristina Lillis

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE made and entered into this 17th day of May 2013 by and between Travis and Kristina Lillis, husband and wife, of Grand Rapids, Minnesota, as Grantors and The City of Grand Rapids, a political subdivision and road authority of the State of Minnesota, as Grantee.

WITNESSETH that whereas said Grantors are the fee simple owners of a tract of land in the County of Itasca, State of Minnesota, described as follows:

EXHIBIT 1

91-029-4307

LILLAS

EXISTING LEGAL DESCRIPTION (Warranty Deed, Doc. No. A000670456)

The North Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 29, Township 55 North, Range 25 West, of the Fourth Principal Meridian, Itasca County, Minnesota

Subject to Covenants, Easements and Restrictions of Record, if any.

NOW THEREFORE, Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration, to them in hand paid by said Grantee, the receipt of which is hereby acknowledged, hereby grant to said Grantee, its successors and assigns, a **permanent easement and temporary easement** for the purpose of providing public services and infrastructure within the perpetual easement described as follows:

PROPOSED PERMANENT EASEMENT

The South 40.00 feet of the above described existing legal description.

Subject to reservations, restrictions and easements as the same appear of record.

Grantors, for their heirs, executors and administrators, do covenant with the Grantee, its successors and assigns, that they are the owner of said lands and have good right to convey an easement and option in manner and form herein, and the same is free from all encumbrances.

Grantors agree that all rights, title, interests and privileges granted to Grantee by this Agreement shall run with the land and shall be binding upon and inure to the benefit

of the parties, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

Grantee agrees that the Grantors shall have the right to grant other non-exclusive easements in, along or upon the easement premises, provided however that:

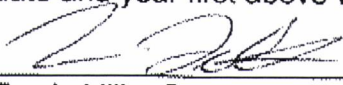
1. Any other such easements shall be subject to the easement granted to Grantee by this Agreement; and

2. Grantee shall have first consented in writing to the terms, nature and location of any such other easements to determine that the easements do not interfere with Grantee's rights granted by this Agreement.

Grantors reserve the right to use the easement premises in any manner that will not prevent or interfere with the rights granted to Grantee by this Agreement; provided, however, that Grantors shall not obstruct or permit the obstruction of the easement premises at any time without the express prior written consent of the Grantee.

TO HAVE AND TO HOLD SAID EASEMENT, unto said Grantee, its assigns and successors, as appurtenant to said land.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the date and year first above written.




Travis Lillis, Grantor



Kristina Lillis, Grantor

STATE OF MINNESOTA)
) SS
COUNTY OF ITASCA)

On this 17 day of May, 2013, before me a Notary Public within and for said County and State, personally appeared, Travis and Kristina Lillis, husband and wife to me known to be the person(s) described in and who acknowledged the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Patrick Pollard
Engineering Tech.
City of Grand Rapids
420 Pokegama Ave. N.
Grand Rapids, MN 55744

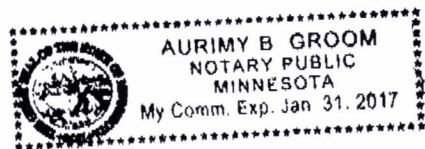


EXHIBIT 1

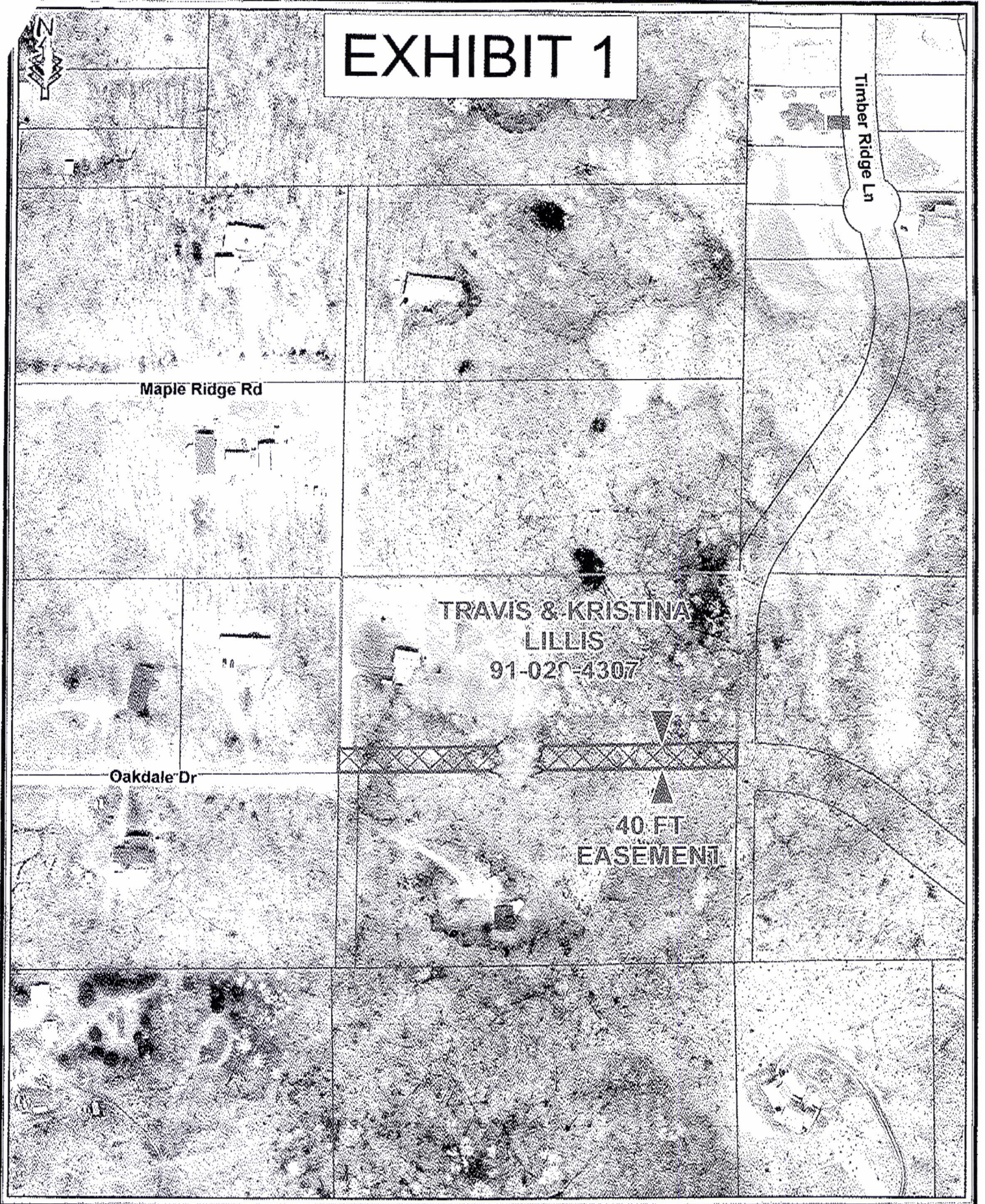
Timber Ridge Ln

Maple Ridge Rd

TRAVIS & KRISTINA
LILLIS
91-020-4307

Oakdale Dr

40 FT
EASEMENT



Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) TRAVIS LILLYS	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 1723 Oakdale Drive	Requester's name and address (optional) CITY OF GRAND RAPIDS 420 N POKEGAMA AVE GRAND RAPIDS MN 55744
City, state, and ZIP code GRAND RAPIDS, MN 55744		
List account number(s) here (optional) VENDOR#0401425		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
472-02-5470

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶ **5/17/13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0330 **Version:** 1 **Name:** CP 2013-3 SEH SLA
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: A Supplemental Letter Agreement (SLA) with SEH related to CP 2013-3, 1st Avenue NE - Friesen Addition
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 Attachment CP 2013-3 SLA SEH.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A Supplemental Letter Agreement (SLA) with SEH related to CP 2013-3, 1st Avenue NE - Friesen Addition

Body

Background Information:

CP 2013-3, 1st Avenue NE - Friesen Addition is a petitioned project by Keith Friesen. Mr. Friesen has prepared the design documents. As a City project the plans must now be advertised for bids and constructed. The attached SLA from SEH authorizes SEH to administer the bidding phase and provide construction engineering services.

Staff Recommendation:

City staff is recommending the approval of SLA 2013-3 with SEH related to CP 2013-3, 1st Avenue NE - Friesen Addition.

Requested City Council Action

Consider approval of SLA 2013-3 with SEH related to CP 2013-3, 1st Avenue NE - Friesen Addition.



Supplemental Letter Agreement No. 2013-3

May 28, 2013

Mayor Adams
City of Grand Rapids
420 NE 4th Street
Grand Rapids, MN 55744

RE: 1st Avenue NE – Friesen Addition
City Project 2013-3
SLA for Bidding and Construction Administration

Dear Mayor Adams,

City Project 2013-3 involves the construction of 1st Avenue NE, beginning at 20th Street North and extending south for 450 lf. Project includes: bituminous roadway construction, sanitary sewer, storm sewer, water main and all associated appurtenances.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for bidding and construction administration of all of these improvements for your consideration. Our estimated work scope and fee for this project are listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Incorporated (SEH).

SEH Work Scope

The services included in this SLA are for bidding and construction administration as listed in the Master Agreement in place between the City and SEH.

Project Schedule

Feasibility Report to Council	May 28, 2013
Council orders plans and specifications	May 28
Council considers approval of this SLA	May 28
Council approves plans and specifications and authorizes bid	June 10
Advertise in Herald Review (GR – official newspaper)	June 12 and 19
Advertise in trade publication	June 12
Bid opening	July 2
Council considers award of contract	July 8
Construction	July - October
Final assessments	Fall 2013

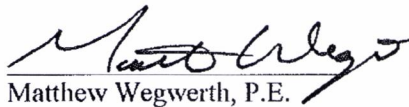
Fee Schedule

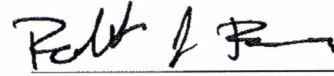
The fee for the Bidding services will be on a lump sum basis with a cost of \$800.00.

The fee for the Construction Administration task will be as listed in the Master Engineering Services Contract (construction fee = 6.5% of final construction cost). The current construction estimate for this work is \$187,499 which equates to an SEH fee of \$12,187.44. Therefore, total SEH fee is estimated at \$12,987.44.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,
Short Elliott Hendrickson Inc.

 5/23/13
Matthew Wegwerth, P.E. Date
Project Manager

 5/23/13
Robert J. Beaver, P.E. Date
Office Manager/Principal

City of Grand Rapids Authorization:

Kim Johnson-Gibeau Date
City Clerk

Dale Adams Date
Mayor of Grand Rapids

C: SEH contract file



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0331 **Version:** 1 **Name:** CP 2011-5 Cooperative Agreement with County
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: A Cooperative Construction Agreement with Itasca County related to CP 2011-5 Golf Course Road Improvements.
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 CSAH 23 Cooperative Construction Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A Cooperative Construction Agreement with Itasca County related to CP 2011-5 Golf Course Road Improvements.

Body

Background Information:

Itasca County will be making improvements to Golf Course Road this summer. The City is responsible for the installation of street lights. The attached Cooperative Construction Agreement with Itasca County will formalize the responsibilities of both parties.

Staff Recommendation:

City staff is recommending approval of the Cooperative Construction Agreement with Itasca County related to CP 2011-5 Golf Course Road Improvements. The City's estimated financial responsibility is \$350,000 with funding derived by GO Bonds.

Requested City Council Action

Consider approving the Cooperative Construction Agreement with Itasca County related to CP 2011-5 Golf Course Road Improvements.

ITASCA COUNTY
And
CITY OF GRAND RAPIDS
COOPERATIVE CONSTRUCTION
AGREEMENT

State Aid Highway Number: C.S.A.H. 23
State Aid Project (SAP): 031-623-008
Grand Rapids Proj. Number: _____
Itasca County Proj. Number: 031-623-008

This Agreement is between Itasca County acting through its Board of Commissioners ("County") and the City of Grand Rapids acting through its City Council ("GR").

Recitals

1. The County will perform bituminous milling & overlay, sidewalk installation, roundabout construction and other associated construction (Improvements) upon, along and adjacent to County State Aid Highway 23 from Trunk Highway 169 to the end of the public road 3.23 miles south westerly according to County prepared plans, specifications and special provisions; and
2. The City has requested that the County include certain utility construction and street lighting construction in the contract in accordance with plans and specifications prepared by the City, and
3. County and GR will participate in the costs of the Improvements and associated design and construction engineering covered under this Agreement, and
4. GR will continue to own and operate new Street Lighting System.
5. GR will participate in the operations and maintenance of the sidewalks.
6. Minnesota Statutes § 162.17, authorizes the County and GR to make arrangements with and cooperate with any county and city authority for the purposes of constructing, maintaining and improving CSAH's and City streets.

Agreement

I. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date.** This Agreement will be effective on the date the County obtains all signatures required.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 3. Maintenance Responsibilities and Article 4. Signal System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the SAP 031-623-008, when completed, will be on file in the office of the County Highway Engineer, and incorporated into this Agreement by reference. ("Project Plans")
 - 1.5. **Exhibits.** Preliminary Schedule "I" (Cost participation and funding breakdown) is on file in the office of the County Highway Engineer and incorporated into this Agreement by reference.
2. **Construction by the County**
- 2.1. **Contract Award.** The County will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
 - 2.2. **Bid Documents furnished by County.** The County will, within 7 days of opening bids for the construction contract, submit to the City Engineer, a copy of the low bid and an abstract of all bids. If the City's portion of the construction and engineering costs exceeds \$350,000, the County will not award the construction contract without written approval of the City Administrator.
 - 2.3. **Direction, Supervision and Inspection of Construction.**
 - A. **Supervision and Inspection by the County.** With the exception of the street lighting construction, the County will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. **Inspection by GR.** GR will direct and supervise all construction activities performed under the construction contract that relate to the street lighting construction. All other GR participation construction covered under this Agreement will be open to inspection by GR. If GR believes the GR participation construction covered under this Agreement has not been properly performed or that the construction is defective, GR will inform the County Engineer's authorized representative in writing of those defects. The County Engineer will have the exclusive right to determine whether the County's contractor has satisfactorily performed the GR participation construction covered under this Agreement.
 - 2.4. **Performance of Construction Engineering.** The County and City will perform the construction inspection and material inspection for the construction project in the manner currently used by the County and in accordance with the following:
 - A. With the exception of the street lighting construction, the County will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for the contract.
 - B. GR will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for the street lighting construction.
 - C. All inspection, control of materials, and associated documentation for the construction to be performed in accordance with the construction plans, specification, and/or special provisions will be performed by County's engineer assigned to the construction.
 - D. At regular intervals after County's contractor has started the construction, the County will prepare partial estimates of construction costs in accordance with the terms of the construction contract. Immediately after the preparation of each partial estimate, the County's engineer assigned to the construction will submit the partial estimate to GR. The County will also prepare the final construction cost data for the construction and submit the final construction cost data to GR. The County will be responsible for making payments to the contractor based on the partial estimates and final cost certified.

- E. The County will make changes in the Project Plans and contract construction, which may include GR participation covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the County's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The County Engineer's authorized representative will inform the City Engineer of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the GR participation covered under this Agreement and get concurrence from the City Engineer, prior to approval of the addenda, change orders and supplemental agreements.
 - F. GR may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the County. If the County determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the County will cause the additional work or plan changes to be made.
- 2.5. **Satisfactory Completion of Contract.** The County will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.6. **Compliance with Laws, Ordinances, Regulations.** The County will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.
- A. The County will obtain all necessary permits to complete the Improvements.
- 2.7. **Construction Documents Furnished by the County.** The County will keep records and accounts that enable it to provide to GR, when requested, with the following:
- A. Copies of the County contractor's invoice(s) covering all contract construction.
 - B. Copies of the endorsed and canceled County warrant(s) or checks(s) paying for final contract construction, or computer documentation of the warrants(s) issued, certified by an appropriate County official that final construction contract payment has been made.
 - C. Copies of all construction contract change orders and supplemental agreements.
 - D. A certification form signed by the County's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the County's current "Standard Specifications for Construction".
 - iii. Full payment by the County to its contractor for all contract construction.
 - E. Copies, certified by the County's engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
3. **Maintenance Responsibilities.**
- 3.1. **Storm Sewers.** Maintenance and ownership of any storm sewers are as follows:
- A. **County** – Any storm sewer located on CSAH 23.
 - B. **GR** – will continue to be responsible for rain garden located at the Pokegama golf course.

3.2. *Sidewalks.* Maintenance and ownership of any sidewalks are as follows:

A. *County* – None.

B. *GR* – All sidewalks located on the project.

Maintenance includes but is not limited to; snow and debris removal and any other maintenance activities necessary to perpetuate the walkways in a safe and useable condition.

3.3. *Street Lighting.* Maintenance and ownership of the street lighting facilities construction is as follows.

A. *County* – None.

B. *GR* – Any street lighting located on the project.

Maintenance includes but is not limited to; replacing faulty luminaries and knocked down or otherwise damaged poles; repairing or replacing underground facilities and wiring; repairing service cabinets, photocells, and all other miscellaneous hardware to keep the street lighting facilities in working order; cleaning and re-lamping the luminaries; and if needed, painting the street lighting facilities. The GR will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the street lighting facilities.

3.4. *Additional Drainage.* Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of County and GR Funding

4.1. *SCHEDULE "I".* The Preliminary SCHEDULE "I" includes all anticipated County and GR participation construction items and the design and construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

4.2. *County and GR Participation Project Cost and Funding.* The County and GR will participate in the following at the amount indicated. The project cost includes all costs associated with the completion of the project.

A. The County will be responsible for the project costs which include, but are not limited to, those project items labeled as State Aid and tabulated on the Preliminary SCHEDULE "I".

B. The GR will be responsible for the project costs which include, but are not limited to, those project items labeled as City of Grand Rapids and Grand Rapids Public Utilities and tabulated on the Preliminary SCHEDULE "I".

4.3. *Liquidated Damages.* All liquidated damages assessed the County's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. GR Cost and Payment by GR:

5.1. *GR Cost.* \$350,000 is the GR's estimated share of the costs of the contract construction labeled as City of Grand Rapids and Grand Rapids Public Utilities and shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices. Upon review of the construction contract bid documents, the County will prepare a Revised SCHEDULE "I" based on construction contract unit prices.

5.2. **Conditions of Payment by the County.** The County will invoice GR at the end of September 2013 for all costs incurred to date for items covered by GR as shown in the Revised SCHEDULE "I". GR will pay the County within 30 days of receipt of the invoice.

5.3. **Final Payment.** Upon completion of all contract construction and upon computation of the final amount due the County's contractor, the County will prepare a Final SCHEDULE "I" and submit a copy to GR. The Final SCHEDULE "I" will be based on final quantities, and include all County and GR participation construction items. The County will prepare a final invoice and submit it to GR. GR will pay the County within 30 days of receipt of the invoice.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The GR's Authorized Representative will be:

Name/Title: Tom Pagel, City Engineer (or successor)
Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744
Telephone: (218) 326-7626
Fax: (218) 326-7621
E-Mail: tpagel@ci.grand-rapids.mn.us

6.2. The County's Authorized Representative will be:

Name/Title: David Christy, County Highway Engineer (or successor)
Address: 123 4th Street NE, Grand Rapids, MN 55744
Telephone: (218) 327-2853
E-Mail: Dave.Christy@co.itasca.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

7.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

7.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the County and GR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims; Insurance

8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and GR. Notwithstanding the foregoing, the County will indemnify, hold harmless, and defend GR against any claims, causes of actions, damages, costs, (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement.

regardless of whether such claims are asserted by the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s),

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8.3. The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the GR's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The County and GR, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County and GR under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County and GR.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

13. Termination.

13.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF GRAND RAPIDS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
(Mayor of Grand Rapids)

Date: _____

By: _____
(City Clerk)

Date: _____

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
(County Engineer)

Date: _____

By: _____
(Auditor/Treasurer)

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0333 **Version:** 1 **Name:** CP 2013-3 ordering plans
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: A resolution ordering the improvement and plans and specifications for CP 2013-3, 1st Avenue NE - Friesen Addition
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 Resolution CP 2013-3 Order Improvement and Plans and Specs.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A resolution ordering the improvement and plans and specifications for CP 2013-3, 1st Avenue NE - Friesen Addition

Body

Background Information:

CP 2013-3, 1st Avenue NE - Friesen Addition has been petitioned by 100% of the benefitting property owners with the developer completing the plans and specifications. The attached resolution orders the plans and specifications.

Staff Recommendation:

City staff is recommending a resolution ordering the improvement and plans and specifications for CP 2013-3, 1st Avenue NE - Friesen Addition.

Requested City Council Action

Consider a resolution ordering the improvement and plans and specifications for CP 2013-3, 1st Avenue NE - Friesen Addition.

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

RESOLUTION NO. 13-__

**A RESOLUTION ORDERING IMPROVEMENT OF
AND PLANS AND SPECIFICATIONS FOR THE
1st Avenue NE – Friesen Addition
PROJECT 2013-3**

WHEREAS, Resolution 13-__ of the City Council dated the 28th day of May, 2013, accepted the Feasibility Report for the 1st Avenue NE – Friesen Addition Project; and

WHEREAS, the new construction of public infrastructure within the right of way of 1st Avenue NE in the plat of Friesen Addition, including street, storm sewer, sanitary sewer, water main, and associated appurtenances, are needed; and

WHEREAS, the construction described in the Feasibility Report for the 1st Avenue NE – Friesen Addition Project is the most cost effective solution; and

WHEREAS, a petition with 100% of the benefiting property owners was received and accepted by the City Council, voiding the need for a public hearing on the proposed improvements.

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 1st Avenue NE – Friesen Addition Project, City Project 2013-3 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 \$217,570.
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 May 28, 2015.

Adopted by the Council this 28th day of May, 2013.

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 #: 13-0334 **Version:** 1 **Name:** CP 2013-3 Approve plans
Type: Agenda Item **Status:** Consent Agenda
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: A resolution approving plans and specifications and ordering the advertisement for bids related to CP 2013-3, 1st Avenue NE - Friesen Addition.
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 RESOL CP 2013-3 Ordering Advertisement.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A resolution approving plans and specifications and ordering the advertisement for bids related to CP 2013-3, 1st Avenue NE - Friesen Addition.

Body

Background Information:

Plans and specifications are complete and ready to advertise for CP 2013-3, 1st Avenue NE - Friesen Addition. The attached resolution approves the plans and specifications and orders the advertisement for bids.

Staff Recommendation:

City staff is recommending a resolution approving plans and specifications and ording the advertisement for bids related to CP 2013-3, 1st Avenue NE - Friesen Addition.

Requested City Council Action

Consider a resolution approving plans and specifications and ordering the advertisement for bids related to CP 2013-3, 1st Avenue NE - Friesen Addition.

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

RESOLUTION NO. 13-__

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND
ORDER ADVERTISEMENT FOR BIDS FOR
1st Avenue NE - Friesen Addition
PROJECT 2013-3**

WHEREAS, Resolution __-13, ordered in the project and directed the preparations of plans and specifications for 1st Avenue NE - Friesen 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 11:00 a.m., on Tuesday, July 2, 2013, 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, July 8, 2013, 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 28th day of May, 2013.

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 #: 13-0339 **Version:** 1 **Name:** Consider entering into a contract with E3 Consulting Services for web hosting services.
Type: Agenda Item **Status:** Consent Agenda
File created: 5/23/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Consider entering into a contract with E3 Consulting Services for web hosting services.
Sponsors:
Indexes:
Code sections:
Attachments: [Website Hosting Agreement - City of Grand Rapids - 2013-05-08.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider entering into a contract with E3 Consulting Services for web hosting services.

Body

Background Information:

We need to enter into an agreement for hosting services to house our upcoming City website. The proposed hosting services will provide a space for hosting our new website along with other necessary services such as redundant connections, bandwidth, regular backups, 24/7/365 support and disaster recovery.

Staff Recommendation:

The IT Department recommends entering into the attached agreement with E3 Consulting for web hosting services.

Requested City Council Action

Consider entering into a contract with E3 Consulting Services for web hosting services and authorize the mayor to sign any applicable documents.

Website Hosting Agreement



Company/Client: City of Grand Rapids
Contact: Erik Scott, IT Director
Address: 402 N. Pokegama Ave.
City, State, Zip: Grand Rapids, MN 55744
Phone: 218-326-7618
Fax: 218-326-7608
E-mail address: escott@ci.grand-rapids.mn.us
Present URL or domain name [if any]: www.cityofgrandrapidsmn.com

CLOUD SERVER WEB HOSTING AGREEMENT

This Agreement represents the complete agreement and understanding between E3 Consulting Services, (hereinafter referred to as "Vendor") and City of Grand Rapids, Minnesota (hereinafter referred to as "Client").

1. SERVICE. Vendor shall provide to Client a web hosting solution ("Hosting Solution" or "Solution") the specifications and availability of which are set forth in the attached Exhibit "A" ("Hosting Services"). Any future services in addition to the Hosting Services that the parties shall agree to, ("Additional Services") shall be set forth in a written amendment to Exhibit "A" and shall at such time be incorporated into, and become part of this Agreement. (The Hosting Services and the Additional Services will hereinafter be referred to collectively as the "Services").

2. TERM OF SERVICE. This agreement shall be in effect for a one-year period ("Initial Term") beginning on June 1, 2013 ("Commencement Date") until May 31, 2014 (the "Termination Date"). This Agreement will renew automatically for successive 3 (three) month terms ("Extension Terms") under the same terms as provided for in this Agreement unless and until either party shall give to the other Party written notice (in accordance with Section 15) of its intent to cancel at least thirty (30) days in advance of the Termination Date or last date of the applicable Extension Term, as the case may be.

3. PAYMENT TERMS.

3.1 Remittance Address. E3 Consulting Services, 419 NE 5th Avenue, Grand Rapids, MN 55744.

3.2 Fees. Client shall be billed quarterly in advance for all service fees, the specifications of which are set forth on Exhibit "A" ("Service Fees"). Payment of the first installment of the quarterly Service Fees will be made by Client upon Agreement execution and in the amount described in Exhibit "A". Future quarterly installments of Service Fees shall be due and payable on the 15th day of the month prior to the start of that quarter. In the event that Client shall fail to pay in advance for the Services provided herein or in the event there shall exist any delinquency in the Client's account, Vendor reserves the right, in its sole, absolute and unfettered discretion, to terminate the Agreement and discontinue Service to Client upon ten (10) days e-mail notice, without liability for actual compensatory or consequential damages to Client for any interruption in Service. Vendor may discontinue or suspend Service to Client until payment is made.

3.3 Taxes. Client shall pay all taxes, duties and levies of any governmental authority, including, but not limited to any sales tax, exclusive of taxes on Vendor's net income. If Client claims exemption from any taxes arising from this Agreement, Client shall provide Vendor with documentation required by the taxing authority to support an exemption.

3.5 Pricing Changes. Except in the case of a material change in Services, Vendor shall not raise its Monthly Service Fee before the expiration of the Initial Term. After the expiration of the Initial Term, Vendor shall have the right from time to time to revise, on a service-by-service basis, any of the fees set forth in this Agreement with the Client's consent. Revised fees shall take effect on Monthly Remittance Date of that month next following the date on which the parties agree to the revised fee schedule. In the case of a material change, the parties will execute a written amendment to Exhibit "A". All such amendments shall be attached to this Agreement as Exhibit "A" and shall supersede their predecessors.

3.6 Late-Payments. Any unpaid balance over thirty (30) days shall be subject to monthly finance charges of one and one half percent (1.5%).

3.7 Attorney's Fees. Should it become necessary to take any action to collect any amount invoiced to the Client under this Section or otherwise enforce the terms of this Agreement, Client agrees to pay Vendor's actual attorney's fees and all costs of collection including, but not limited to any attorney's fees associated with obtaining, enforcing or collecting upon any judgment against Client. Should it become necessary for Vendor to defend against or respond to any third party claims under the intellectual property laws of the United States, a foreign country, or any treaties to which the United States is a party, and specifically 17 USLA § 512C, the Digital Millennium Copyright Act, or any subsequent or similar acts achieving a similar purpose, Client shall pay Vendor's actual attorney's fees and costs associated with such response or defense, as the case may be.

4. CLIENT RESPONSIBILITY.

4.1 Password Security. Client shall be responsible for undertaking measures to ensure the confidentiality of Client's password.

4.2 Data Retention. Client acknowledges that unless specifically contracted as an element of Services between Client and Vendor, that Vendor does not create or maintain an archive or backup of any data or site content or information maintained on the Vendor Equipment ("Site Content"), and Vendor shall have no liability to Client or any other person for loss, damage or destruction of any Site Content except to the extent caused by the gross negligence of Vendor.

4.3 Acceptable Use Policy. The Client may only use Vendor's Services for lawful purposes. In the event that at any given time, Vendor reasonably believes that the Service is being used by Client in contravention of any of the terms and provisions contained in this Agreement or Vendor's and HostGator Web Hosting's Acceptable Use Policy as may be posted from time to time on <http://www.hostgator.com/tos>, Vendor has the right to immediately discontinue such Service to Client without liability. Vendor reserves the right to determine what is Net abuse. The following are restrictive uses and shall be cause for the immediate termination of Services and this Agreement effective upon e-mail notice to Client:

4.3.1 Unauthorized distribution or copying of copyrighted software, violation of US export restrictions, fraud, trafficking in obscene material, drug dealing, and other illegal activities;

4.3.2 Using a non-existing e-mail return address on a commercial solicitation, spamming (sending unsolicited advertising to numerous e-mail addresses or newsgroups), trolling (posting outrageous messages to generate numerous responses, mail bombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, or attempting without authorization to enter into a secured computer system;

4.3.3 Tortious conduct such as posting of defamatory, libelous, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyright, or other intellectual property rights;

4.3.4 The Client expressly understands and agrees that illegal Adult oriented Websites featuring nudity and acts of a sexual nature are expressly prohibited. Vendor reserves the right to immediately terminate and remove any such unauthorized Websites without notice and discontinue service to Client without notice or liability for actual, compensatory or consequential damages to Client for the interruption in service.

4.3.5 Any action on the part of or Site Content maintained by Client or its customers that results in Vendor receiving a subpoena or similar document demand from any legal or governmental authority due to unlawful practice or Site Content shall be cause for the immediate termination of the Service and this Agreement.

4.4 Rights of Vendor. Vendor has no obligation to monitor the Site Content, but reserves the right in its sole discretion to do so.

4.5 Liaison. Each Party shall designate one (1) person who will act as the primary liaison for all communications regarding this Agreement.

E3 Consulting Services: Eric Eiesland
Telephone: 218-326-0728
Fax: 218-326-0728
E-mail: eric@Vendor.com

City of Grand Rapids: Erik Scott
Telephone: 218-326-7618
Fax: 218-326-7608
E-mail: escott@ci.grand-rapids.mn.us

Either party may change their designated liaison by written notice to the other party pursuant to Section Fifteen.

5. EQUIPMENT

5.1 Vendor Equipment. Client has contracted to use certain equipment as more particularly described in attached Exhibit "A" ("Vendor Equipment") in connection with the Services. Vendor will work with Client to order the necessary Vendor Equipment and to develop a plan and schedule for installation of the Vendor Equipment.

5.2 Restrictions on Use of Vendor Equipment. Client will not take, nor attempt to take, any right, title or interest in the Vendor Equipment or permit any third party to take any right, title or interest in the Vendor Equipment. Client will not transfer, sell, assign, sublicense, pledge or otherwise dispose of, encumber or attach a lien or encumbrance upon or against any Vendor Equipment or any interest in such equipment.

5.3 No Lease. This Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property.

6. SOFTWARE AND SITE OWNERSHIP

6.1 Software.

6.1.1 Software Provided by Vendor. Vendor hereby grants to Client a nonexclusive, nontransferable, royalty-free worldwide license, without the right to grant sublicenses, to use object code versions of any server software provided by Vendor in connection with the Services and as more particularly described in attached Exhibit "A" (the "Vendor Software"). Vendor shall properly install the Vendor supplied Software on the Vendor Equipment such that the Vendor supplied Software operates in accordance with applicable specifications.

6.1.2 Software Provided by Client. Client hereby grants to Vendor a nonexclusive, nontransferable, royalty-free worldwide license, without the right to grant sublicenses, to use object code versions of any software provided to Vendor by Client in connection with the Services (the "Client Software").

6.2 Restrictions. Client's use of the Vendor Software is subject to the following: Client will not, and will not permit others to, (a) modify, copy, or otherwise reproduce the Vendor Software in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Vendor Software; (c) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, or otherwise transfer the Vendor Software or Client's right to use the Vendor Software; or (d) remove any proprietary notices or labels on the Vendor Software. All rights not expressly granted to Client are reserved by Vendor or Vendor's licensors.

6.3 Confidentiality.

6.3.1 "Confidential Information" shall be defined as any nonpublic information (written, oral or electronic) disclosed by one party to the other party and shall be deemed to include the following information of the respective parties, without limitation: (a) e-mail addresses, customer lists, the names of customer contacts, business plans, technical data, product ideas, personnel, contracts and financial information; (b) patents, trade secrets, techniques, processes, know-how, business methodologies, schematics, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (c) information about costs, profits, markets and sales; (d) plans for future development and new product concepts; (e) all documents, books, papers, drawings, models sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be disclosed, as well as written or oral instructions or comments.

6.3.2 Non-Disclosure. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform their respective obligations under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of such party's own confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or others permitted access to the other party's Confidential Information to satisfy its obligations under this Section.

6.3.3 Nondisclosure Obligation Excused in Certain Situations. The obligation to treat information as Confidential Information shall not apply to information which: (i) is publicly available through no action of the receiving party; (ii) shall have been in the receiving party's possession independent of its relationship with the disclosing party; (iii) shall have been developed by or become known to the receiving party without access to any of the disclosing party's Confidential Information and outside the scope of any agreement with disclosing party; or (iv) shall be obtained rightfully from third parties not bound by an obligation of confidentiality.

6.3.4 Injunctive Relief. Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information of the other party could cause irreparable harm and significant injury to such party. Accordingly, each party consents to the entry of immediate temporary and permanent injunctive relief to remedy any breaches of the confidentiality provisions contained herein.

6.3.5 Marketing. Client consents to Vendor's inclusion of Client's name on a general list of Vendor's customers used for marketing and promotional purposes.

6.4 Client Ownership. Client shall retain all right, title and interest (including copyright and other proprietary or intellectual property rights) in the Website Application, Site Content and all legally protectable elements, derivative works, modifications and enhancements thereof, whether or not developed in conjunction with Vendor, and whether or not developed by Vendor, Client or any contractor, subcontractor or agent for Vendor or Client. To the extent that ownership of the Site Content does not automatically vest in Client by virtue of this Agreement or otherwise, Vendor agrees to transfer and assign to Client all right, title and interest in the Site Content and protectable elements or derivative works thereof. Vendor shall not sell or otherwise transfer, reproduce or use the Site Content for any purpose except to provide the Services hereunder. Upon any termination or expiration of this Agreement, Vendor shall remove all aspects of the Website Application and all Site Content from any Vendor Equipment.

7. **TERMINATION**

7.1 Termination for Cause. In the event that Client or Vendor breaches any material provision of this Agreement and fails to cure such breach within fifteen (15) days after written notice thereof, the non-breaching party may terminate this Agreement immediately by written notice to the other party. In the event that Client or Vendor (i) becomes insolvent; (ii) files a petition in bankruptcy for Chapter 7 relief, or has such a petition filed against it (and fails to lift any stay imposed thereby within sixty (60) days after such stay becomes effective); (iii) has a receiver appointed with respect to all or substantially all of its assets; (iv) makes an assignment for the benefit of creditors or (v) ceases to do business in the ordinary course, the other may terminate this Agreement immediately by notifying the other in writing. All notices required by this Section shall be in accordance with the notice requirements of Section 15.

7.2 Rights Upon Termination for Cause. In the event this Agreement is terminated for any reason, Client shall pay Vendor for all Services up to and including the date of termination of the Initial Term or then-current Extension Term, as the case may be. Upon any termination of this Agreement, Vendor shall remove all Site Content from any Vendor Equipment and Client shall return all Vendor Software to Vendor and erase and remove all copies of all Vendor Software from any computer equipment and media in Client's possession, custody or control. Client acknowledges that in the event of a termination for cause, Vendor does not retain and shall not be responsible for any future damage to or future loss of Client Site Content or other data.

7.3 Rights Upon Termination of the Initial Term or Extension Term. In the event this Agreement is terminated upon 30 days' notice as set forth in Section 2, Client shall pay Vendor for all Services provided to Client up to and including the date of termination. Upon any termination or expiration of this Agreement, Vendor shall remove all Site Content from any Vendor Equipment and Client shall return all Vendor Software to Vendor and erase and remove all copies of all Vendor Software from any computer equipment and media in Client's possession, custody or control.

8. REPRESENTATIONS AND WARRANTIES. Subject to the specifications listed in Exhibit "A" & "B", Vendor and HostGator Web Hosting will utilize reasonable commercial efforts to maintain acceptable performance of the contracted Services.

8.1 Vendor and HostGator Web Hosting represent and warrant the following:

8.1.1 Conformance with Specifications. Vendor and HostGator Web Hosting will provide the Services in conformance with the specifications set forth in this Agreement and the Exhibits. Vendor thru HostGator Web Hosting, at its own expense, shall promptly repair, replace or otherwise cure Services, which fail to conform to applicable specifications.

8.1.2 Standard of Service. Vendor's and HostGator Web Hosting's experienced and qualified personnel will provide the Services in a professional manner with high quality. Vendor, at its own expense, shall promptly re-perform any and all Services that do not comply with this Section 8.1.

8.1.3 Infringement. The Services, Servers, Software, and any other equipment or materials provided by Vendor, will not infringe upon or misappropriate any third party's copyright, patents, trade secrets or other proprietary or intellectual property management right.

8.1.4 Rights. Vendor owns or has the authority to use all hardware and software and other materials necessary to provide the Services as described herein.

8.2 Exception. Client agrees that Vendor has no control of availability of Services on a continuous or uninterrupted basis. Client agrees that from time to time the Services may be inaccessible or inoperable for causes beyond Vendor's reasonable control, including, without limitation the conditions of Section 11 and for maintenance. Vendor does not guarantee the integrity of data stored or transmitted via Client's system/hardware or via the Internet. Vendor will not be liable for the inadvertent disclosure of, or corruption or erasure of data transmitted or received or stored on Client's system, unless caused by the gross negligence or willful misconduct of Vendor employees or anyone under Vendor's reasonable control.

9. NO OTHER WARRANTY EXCEPT FOR THE EXPRESS WARRANTY SET FORTH HEREIN AND IN EXHIBIT "B", VENDOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR ANY SITUATION WHERE THE SECURITY, THE AVAILABILITY OR THE STABILITY OF THE SERVICES IS COMPROMISED BY (A) THE CLIENT, (B) THE CONTENT OR (C) ANY ACTIONS TAKEN BY VENDOR AT THE REQUEST OF CLIENT.

10. INDEMNIFICATION.

10.1 The parties agree that they shall defend, indemnify, save and hold harmless one another from any and all demands, liabilities, losses, costs, claims, including reasonable attorney's fees, ("Liabilities") against the other such party, its agents, customers, servants, directors, officers, employees, that may arise or result from any breach of the Agreement, the Services provided, performed or agreed to be performed under this Agreement, or any product

sold by either party, its agents, employees or assigns. Each party agrees to defend, indemnify and hold the other party harmless against Liabilities arising out of any injury to person or property caused by any products sold or distributed over the Vendor Equipment, by virtue of the use of the Service, or under the Agreement. Each party agrees to defend, indemnify and hold the other party harmless against Liabilities arising out of (a) any material supplied by either party infringing or allegedly infringing on the proprietary rights of a third party under the Agreement, or (b) copyright infringement and any defective product which Client sold on Vendor's Server under the Agreement.

10.2 Client agrees that Vendor shall not be liable to Client for any claims of actual, compensatory and/or consequential damages which may be suffered by Client, including, but not limited to, losses or damages due to the loss data resulting from delays, non-deliveries, or service interruptions caused by the fault or negligence of Vendor. Notwithstanding the above mentioned, Client's exclusive remedies, damages, losses and causes of actions shall not exceed the aggregate dollar amount which Client paid during the term of the Agreement.

10.3 **LIMITATION OF LIABILITY AND DAMAGE LIMIT.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR OTHER CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST GOODWILL, OR LOST BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY FOR ANY ACTION UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS TO BE PAID BY CLIENT UNDER THIS AGREEMENT.

11. **FORCE MAJEURE.** Neither party will be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, earthquake, flood, embargo, riots, sabotage, utility or transmission failures, fire, labor disturbances, acts of war, acts of terror, radiological, nuclear, chemical, or biological attack, or spread of infectious disease.

12. **ASSIGNMENT.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Notwithstanding the previous sentence, Vendor may transfer or assign its rights and obligations under this Agreement to a subsidiary or entity controlling, controlled by or under common control with Vendor or to an entity that acquires Vendor by merger or purchase of all or substantially all of Vendor's assets.

13. **TERMS OF THIS AGREEMENT.** The terms of this Agreement shall be governed by and construed in accordance with the laws of Minnesota without regard to choice of law principles. The headings in this Agreement are used for convenience of reference and shall not be deemed to modify or affect the interpretation of this Agreement. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Vendor's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision thereof. Neither Vendor nor its Representatives will be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from compliance with any law, ruling, order, regulation, requirement of any federal, state or municipal government or department or agency thereof or court of competent jurisdiction. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. The terms and conditions of this Agreement, including all Addenda executed pursuant hereto, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form for purchase or payment submitted by Representative to Vendor, all of which are hereby rejected. All terms and provisions of this Agreement, which should by their nature survive the termination or expiration of this Agreement shall so survive. This Agreement shall supercede any and all other written or oral agreement on this subject matter. Any actions commenced under this Agreement shall be venued in either the United States District Court Eighth Circuit – Minnesota District, or in the Minnesota Ninth Judicial District Court in Itasca County – Grand Rapids, MN.

14. **MODIFICATION.** This Agreement shall not be amended except by written amendment signed by authorized personnel of both parties to this Agreement.

15. **NOTICE.** Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and

shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested, (iii) if by facsimile transmission, upon electronic confirmation thereof, or (iv) if by next day delivery service, upon such delivery. All notices shall be addressed as follows (or such other address as either Party may in the future specify in writing to the other):

In the case of Vendor:

E3 Consulting Services
Attn: Eric Eiesland
419 NE 5th Avenue
Grand Rapids, MN 55744
Fax: 218-326-0728

In the case of Client:

City of Grand Rapids
Attn: Erik Scott
420 NW 4th Street
Grand Rapids, MN 55744
Fax: 218-326-7608

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the date indicated below.

Signatures

CLIENT:

City of Grand Rapids, Minnesota
420 NW 4th Street
Grand Rapids, MN 55744

Signature: _____

Print Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

E3 Consulting Services – Authorized HostGator Web Hosting Reseller
419 NE 5th Avenue
Grand Rapids, MN 55744

Signature: _____

Print Name: Eric Eiesland _____

Title: President _____

Date: _____

EXHIBIT "A" -- Hosting Services

Fees:

Monthly Service Fee: \$75.00 (Billed Quarterly in Advance at \$225.00/quarter)

One-Time Server Setup Fee: \$90.00

One-Time Domain Name Transfer/Setup Fee: \$40.00

Reconnect Fee (when applicable): \$110.00

Server Backup Restore Fee: \$110.00

Service Specifications ("Hosting Solution"):

Linux Cloud Server

CentOS Linux x86 running on Intel Xeon E5520 Series Processors 2.26 GHz Quad Core Processors with 12 GB RAM, Raid10 and 100 mbsp constant connection speed.

Unlimited Disk Space on Shared Cloud Hosting Platform

Unlimited Bandwidth

Up to 10 Domains

Up to 10 Subdomains

Apache 2.2.x (includes mod_rewrite and mod_security)

cPanel Administration

PHP 5

Real-time Website Statistics (AWStats)

MySQL

6 MySQL DBs on shared MySQL server with phpMyAdmin

Server Updates

Ongoing Monthly Patch & Fix Management System Updates

Server Backups & Restores

Full weekly backups to Network Attached Storage.

Backups are stored for 2 weeks. Vendor also maintains monthly off-site backups

Support

24/7/365 Support – available via phone, email, sms or live chat.

Bandwidth:

Unlimited bandwidth allotment included (burstable)

GigE (Gigabit Ethernet) network connections

Redundant Network (direct connection to multiple Tier-1 Providers)

Monitoring:

24/7 Ping and HTTP monitoring of all servers

Any additional port monitoring can be added per customer request at minimal additional charge

DNS Services

Available as requested by client

IP's

1 Dedicated IP Address included. Additional IP Addresses available in 4 IP blocks

Email Accounts

Not applicable. Email routed to exchange server.

SSL Certificate & Setup Fee: \$125.00

The Comodo Premium SSL certificate delivers domain control authentication with increased warranty protection.

Security: 256-bit encryption; 2048-bit industry root. Authentication: Business identity validated. Support for more than 99% of browsers and most mobile device browsers. \$250,000 warranty.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0321 **Version:** 1 **Name:** Department Head Report: Library
Type: Agenda Item **Status:** Department Head Report
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Grand Rapids Area Library - Marcia Anderson

Sponsors:

Indexes:

Code sections:

Attachments: [Library Report to council 5 28 13](#)

Date	Ver.	Action By	Action	Result
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Title

Grand Rapids Area Library - Marcia Anderson



Library Department Head Report

May 28, 2013



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Our winter and spring have been filled with programs and activities around the Library. We continue to focus on the goals identified in our strategic plan, and on creating a welcoming place for our community.

Strategic Plan Implementation Update

The Library Board, supporting organizations, and staff developed a strategic plan in early 2009 and we continue to implement that plan. Library Board members and staff met in April to review progress for the year and develop action plans for the upcoming year.

Goal 1: Parents will feel supported in preparing their preschoolers for learning success, and primary students will develop a love of reading and learning.

Our Early Literacy Stations, which contain a wealth of educational games for pre-school through elementary aged- students are used often, as are the Young Explorer stations donated by IBM.

We will add access to Tumblebooks, online interactive children's books, to our website soon, thanks to support from the Friends of the Library.

- Story Times continue every Saturday, having become a part of the Saturday routine of many families. 30-70 people have attended each week.
- We have monthly Family Movie Nights with attendance ranging from 10 to 70.
- Our 2012 winter reading program, "Winter Escape" drew 350 participants during late December, January and early February.
- The **Smart Play Spot**, installed by the Children's Museum of Minnesota, continues to be very popular, especially on cold or rainy days. The Interactive play areas provide letter/number/sound and other early literacy reinforcement opportunities.
- We continue to take advantage of Legacy-funded Programs provided through the Arrowhead Regional Library System, including Creativity Tank Art Workshops, a ventriloquist, and musicians, The Duluth Playhouse's *Ellie the Elephant* play drew a standing room only crowd on April 1.
- We have seen many class visits during May, and more are scheduled before school is out.
- Outreach to parents and children continues, with staff present at:
 - Kindergarten round up
 - Children's Fair
 - Community Connect
- The kickoff for our Summer Reading program *Dig into Reading!* was May 18, with another Creativity Tank workshop. 83 children and caregivers created masks. About 85 children signed up that Saturday to participate in our Summer Reading Program.
- Upcoming Programs for Children this summer include.
 - Lake Superior and Minnesota Zoo Animals, Sam Miltich & Friends, Cake Decorating, Gardening (and Worms) Dinosaurs, and Science Fun.

We are collaborating with KAXE to use the large tent whenever possible.

Goal 2: Individuals will be supported in their personal search for knowledge and development of skills.

- Our recent programming for adults has included Endangered Bears, Garbage, Hoarding and Clutter houses, Raising chickens and bees, and Pruning Trees and Shrubs.
- Our computers continue to be used often by people taking online classes, or doing homework for local classes.



Library Department Head Report

May 28, 2013



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

- Online Databases provide 24/7 access to a wealth of research and learning opportunities.
- We received a grant from the St. Paul Friends of the Library to host MN Book Award nominee author Kim Hiekilla, talking about her research on women nurses in Vietnam and her book *Sisterhood of War*.
- Upcoming programs include continuing collaboration with the Master Gardeners to host several workshops on gardening, local authors and more Civil War discussions

Goal 3: *Individuals will have access to online resources that connect them to their community and the world*

- We have been offering **beginning computer classes** this winter and spring, turning our meeting room into a computer training area using laptops purchased thanks to a Federal Broadband Access grant through the Blandin Foundation's Minnesota Intelligent Rural Communities Project. We had 78 participants in the classes October - December.
- Classes are: *Computer 101 for Beginners*, *Internet 101 for Beginners*, *Email 101 for Beginners*, *Using Google Tools*, *Social Networking 101 for Beginners*, *Online Banking & Online Bill Pay*, The last class is the evening of May 29th.
- We will offer additional computer classes this fall.
- The focus this year for our limited technology budget dollars will be maintaining computer infrastructure and ensuring staff computers are robust. We will replace only a few of our aging public computers this year, and will put replacements into next year's budget.

Goal 4: *Individuals will enjoy varied options that enrich their leisure time, broaden their world view, and inspire their creativity.*

- **Legacy-Funded Programs:** We have been able to host several programs arranged by Arrowhead Regional Library System including: a workshop on creating slideshows from digital photos, Doug Ohman's photographic journey down the Mississippi, and a quartet from the DSSO. We continue to offer museum passes good for a variety of attractions throughout the region, and occasional event passes to family events such as the *James Sewell Ballet* and *The Ugly Duckling* at the Reif Center.
- **Alternate Formats:** Circulation of downloadable ebooks and audio books has skyrocketed. We are expanding our collection of *Playaway* audio book devices, thanks to the Library Foundation.
- **Rapids Reads: Conversations with Jon Hassler**
 - We collaborated with several community organizations to promote a community read program featuring the books of MN author Jon Hassler.
 - We provided books to lend, hosted a conversation with Joe Plut, author of *Conversations with Jon Hassler*, hosted a book discussion and a creative writing workshop, and encouraged book groups to discuss one of Hassler's books.
- **NEH Grant: Muslim Journeys Bookshelf**

We applied for, and received, a collection of materials on the arts, culture, religion and history of Muslim peoples from the National Endowment for the Humanities. This complemented the work of the Reif Center, who was participating in the CaravanSerai project, showcasing music and culture of Morocco. These materials were displayed at the Reif before the CaravanSerai filmmaker visits, and in the Library with displays of photographs from Morocco. We collaborated with the MacRostie Art Center to show a film of Islamic Art, part of the collection.



Library Department Head Report

May 28, 2013



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

- **Opportunity Knocks- Volunteering**

Part of the Library's mission statement includes connecting people, and our volunteer Program Committee developed an evening designed to bring community members in the 20-40 age group together with organizations looking for members. There were 70 people networking in the community room on April 30.

Riverfront Energy Center:

- The Energy Center, using heat from wastewater discharged from the UPM Blandin plant, now provides the major heat source for the Library when temperatures are as low as 0 degrees.
- Work on the solar installation will proceed as funds are obtained. The bases for the remaining 2 poles have been installed. The next phase will be purchasing the poles and sunflower graphics and assembling the units
- An educational Dashboard is being developed by QA graphics, which will provide an interactive educational experience and remote observation of energy consumption and CO2 production. The Library Foundation is raising money for the Dashboard and solar installations.

Collaboration with Community Groups

The Library is an active participant in several community efforts, and regularly collaborates with organizations on projects and events including:

- Project Read,
- Reif Center
- Grand Rapids Human Rights Commission,
- ICC
- Garden Club and Master Gardeners
- Itasca Historical Society
- MacRostie Art Center

Friends of the Library continues to raise money through the used book store in the Library lobby, run by volunteers. They just donated money to purchase light weight tables for the community room.

The Library Foundation will hold another Chair Affair fundraiser late this summer. They recently supported the purchase of a large collection of non-fiction books for children, and they support Saturday Story times and our collection of Playaways. They are also contributing to the educational Dashboard and the solar installation.

The Library continues to be very busy, with many people attending programs, borrowing materials, using computers, asking for information, or just hanging out!



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0325 **Version:** 1 **Name:** SHIP Grant
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Accept a grant from Statewide Health Improvement Program
Sponsors:
Indexes:
Code sections:
Attachments: [\\$5000 SHIP grant Resolution](#)

Date	Ver.	Action By	Action	Result
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Title

Accept a grant from Statewide Health Improvement Program

Body

Background Information:

To help fund the proposed update of our City Parks and Trails Plan, Meghan Bown of Get Fit Itasca submitted a grant request for \$5000 to SHIP (Statewide Health Improvement Program). The entire \$5000 was awarded which will cover almost 50% of the cost for the Plan.

Staff Recommendation:

Approve a resolution accepting a \$5000 grant from Statewide Health Improvement Program.

Requested City Council Action

Consider approving a resolution accepting a \$5000 grant from Statewide Health Improvement Program.

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

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING A \$5,000 GRANT FROM THE STATEWIDE HEALTH IMPROVEMENT PROGRAM (SHIP) TO BE USED TOWARDS UPDATING THE CITY PARKS AND TRAILS PLAN

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:

- The Statewide Health Improvement Program (SHIP) has granted a \$5,000 grant to be used towards updating the City Parks and Trails Plan.

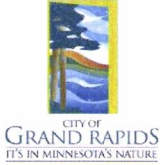
Adopted this 28th day of May 2013

Dale C. Adams, Mayor

Attest:

Kimberly 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 #: 13-0305 **Version:** 2 **Name:** Park Proposal
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 5/21/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Update the City's Parks and Trails Plan
Sponsors:
Indexes:
Code sections:
Attachments: [GRapids Park Plan Proposal 2013 5-20-13](#)

Date	Ver.	Action By	Action	Result
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Title

Update the City's Parks and Trails Plan

Body

Background Information:

Recently Tom Pagel, Rob Mattei, and I met to discuss the possibility of purchasing a parcel of property for the future development of a new park. As discussions continued it was apparent that we needed to update our current Parks and Trails Plan as several areas of our City have been annexed since the last plan was completed in 2001. The proposed Plan update will include research, needs assessment, public meetings, plan preparation and adoption, as well as redrafting our Park Land Dedication Ordinance. The reason we are redrafting our current ordinance is because Rob Mattei recently discovered that our existing Park Land Dedication Ordinance could be challenged as there is no basis for why we charge developers 10% of the value of their platted property.

John Powers of Applied Insights North was part of the firm that completed the Parks and Trails Plan in 2001. His familiarity with Grand Rapids will be valuable in conducting neighborhood meetings and developing a new plan. A copy of the proposal is attached for your review. The cost of the proposal is \$10,965.00. Meghan Bown of Get Fit Itasca was successful in obtaining a \$5,000.00 grant from the Statewide Health Improvement Program. I recommend that the remaining \$5,965.00 be funded by the Recreation Programs Budget fund balance.

Staff Recommendation:

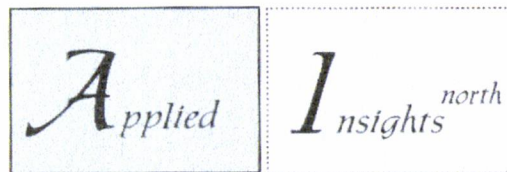
Accept a proposal from Applied Insights North to update the City's Parks and Trails Plan and redraft our Park Land Dedication Ordinance.

Requested City Council Action

Consider accepting a proposal from Applied Insights North to update the City's Parks and Trails Plan and redraft our Park Land Dedication Ordinance.

A Proposal of Professional Services to Update the Parks and Trails Master Plan for the City of Grand Rapids

submitted by



*John Powers, Principal
181 Farley Lane • Duluth MN 55803
218.724.2332 • djpowers@cpinternet.com*

**January 8, 2013
Updated May 20, 2013**

Understanding of Project	2
Approach	2
Deliverables	2
Proposed Work Program	3
Proposed Budget and Time Line	5
Applied Insights ^{north}	6

Understanding of Project

In 2001 Grand Rapids assessed its park facilities and recreational programming, defined its park and trail system including desired new facilities, and outlined a capital improvement program.¹ A dozen years later the community desires to update the facility portion of that plan and, in the process, provide the rationale for a revised parkland dedication ordinance. This proposal is in response to a request from the City.

Approach

Applied Insights^{north} proposes a collaborative effort between the city and consultant so as to optimize time and resources and minimize project cost. The following are key features of this joint effort:

- AIⁿ principal John Powers will be the sole consultant staff for this project. His primary role in the effort is to: conduct research and analysis, facilitate public input and review, prepare the plan document, and act as project lead.
- The policy body for the planning effort will be the City Civic Center/Park and Recreation Board
- City staff will provide assessments of existing facilities, cost estimates for new or upgraded facilities, GIS/mapping/graphics services, legal review, provide meeting space for public meetings, copies of documents for public review, and use of its website to post project materials.
- Public meetings will be held to gain community input and to review the draft plan.
- Final action on the plan will be by the City Council.

Deliverables

This project has two deliverables as follows:

1. Updated Park and Trails Plan

A document addressing:

- a. Strategic Direction (provided by 2011 Comprehensive Plan).
- b. Assessment of Need for Park and Trail Facilities.
- c. Existing Facility Assessment.
- d. Park and Trail System Plan.
- e. Program of Action.

2. Parkland Dedication Ordinance

A paper presenting:

- a. Defensible rationale to serve as foundation for ordinance.
- b. Draft ordinance language.

¹ *City of Grand Rapids Park Facility and Recreation Programming Analysis: Recommendations for the Future*, prepared by Klaers, Powers and Associates and Architectural Resources, Inc., March 20, 2001.

Proposed Work Program

1 / Updated Park and Trails Plan

These tasks will result in an updated parks and trails plan including an implementation program.

1. Project Initiation

Undertake actions to initiate the effort including conducting general research (e.g., demographics), securing information on current park and trail facilities, identifying pertinent non-city recreation facilities used by the community, reviewing the comprehensive plan, and other topics related to the project.

2. Need Assessment

[Note: To optimize consultant time and cost, these two sessions will be scheduled for the same today.]

- a. Meet with city staff to tour facilities, discuss city's assessment of existing facilities, and gain perspective on future needs.
- b. Park Board meeting #1: topics for discussion will include general review of the project, board perspective on facility issues and needs, and guidance for the upcoming public input effort.

3. Public Input and Collaboration with Partners

- a. Conduct three open meetings to secure citizen input on existing facilities and future needs. These meetings may be oriented to groups of neighborhoods; as noted in 2b the Park Board will help structure these sessions. Organizations that use city facilities will be specifically invited to attend these sessions.
- b. Contact key existing and potential partners (e.g., YMCA, school district, Itasca Community College, Blandin Foundation, etc.) regarding opportunities for collaboration in facilities and programming.

4. Plan Design, Preparation, Review, and Adoption

- a. Park Board meeting #2: review results of public input process and general research, define plan elements, and identify desired park/trail facilities.
- b. Consultant prepares draft plan.
- c. Park Board meeting #3: review draft plan, revise as appropriate, and approve for public review.
- d. Conduct a public meeting at which residents are asked to provide commentary on the draft plan. This effort will include online posting of the draft plan and any associated documents; this could include an online comment mechanism.
- e. Consultant prepares a summary of public input and list of possible changes for Park Board consideration.
- f. Park Board meeting #4: review public input, revise plan, and recommend plan to the City Council.
- g. Consultant prepares the revised document and sends to city staff for transmission to City Council.
- h. Consultant will assist in presentation of the recommended plan to the City Council.

- i. Consultant prepares the final version of council-approved plan and transmits it to city in city specified digital format.

2 / Parkland Dedication Ordinance

These tasks center on research and analysis required to provide a rationale for a revised parkland dedication ordinance.

1. Conduct background research on dedication ordinances regarding examples from around state, League of Minnesota Cities input, court cases (city attorney will be requested to assist with this part of the work), analysis of Grand Rapids' use of dedicated funds to date (e.g., funds generated, how used by type of facility, etc.), analysis of city park use by type (city will provide usage figures), and the like.
2. Meet with city staff to review information and findings, set direction for formula for ordinance (meeting will be timed to coincide with one of the Park Board or public meetings above).
3. Devise one or more formulas as basis for ordinance.
4. Meet with city staff to review desired formula (meeting will be timed to coincide with one of the Park Board or public meetings above).
5. Prepare report presenting rationale and draft ordinance language.

Proposed Budget and Time Line

Applied Insights^{north} proposes to perform the work tasks for an amount not-to-exceed \$10,965. This amount includes all Applied Insights^{north} costs associated with project. The following table suggests the expected cost by general work task.

General Work Task	Amount	
1 / Park and Trails Plan Update		\$ 9,095
1-Project initiation, research, etc.	\$ 340	
2- Need Assessment	\$ 765	
3- Collaboration and Public Input	\$2,040	
4-Plan Preparation and Adoption	\$5,950	
2 / Parkland Dedication Ordinance		\$ 1,870
Total		\$10,965

Applied Insights^{north} bills its professional planner time at \$85.00/hour.

The following table shows a proposed schedule of the meetings identified in the work tasks. A final schedule will be determined in consultation with city staff and the Park Board to ensure compatibility with summer schedules, desired times for public input, and the like.

Proposed Schedule of Major Meetings						
Meeting Type	Jun	Jul	Aug	Sep	Oct	Nov
City Staff	✗	✗	✗	✗	✗	
Park Board	✗		✗	✗	✗	
Public Input/Review		✗	✗	✗		
City Council						✗

Applied Insights^{north}

Applied Insights^{north} (AIⁿ) in the form of its principal, John Powers, offers skills in critical thinking, group process, research and analysis, and communication to solve problems in land use planning, economic and community development, education, and forest management.

John Powers is the Principal for Applied Insights^{north}. He has thirty-eight years of experience in land use planning, research and analysis, economic development, community development, and natural resource management planning. His clients include townships, cities, counties, tribes, school districts, private corporations, non-profit organizations, and colleges. He is a graduate of the University of Minnesota-Duluth (Bachelor of Science, Geography) and prior to his consulting career worked in the City of Duluth planning department and as a planner and manager for the Arrowhead Regional Development Commission.

Among Mr. Powers' recent work in recreation planning is:

- City of Virginia: Update Parks and Trails Master Plan.
This is a current project undertaken in partnership with Architectural Resources, Inc. (ARI).
- Irving Neighborhood and Park Plan.
Undertaken in partnership with ARI this effort was a revitalization plan for a Duluth neighborhood whose focal point was a redesigned Irving Park and Keene Creek trail system.
- Spirit Mountain Recreation Area Master Plan.
Done as part of a consultant team this work generated the current SMRA master plan.
- Hermantown Recreation Survey.
Conducted analysis of survey of community residents regarding recreation facility needs.
- Grand Rapids Park Facility and Recreation Programming Plan.
Prepared in partnership with ARI this is the city's current recreation plan.
- Giants Ridge Recreation Trail.
Done as part of a consultant team this project examined issues, corridor location, and route design for a motorized trail into this year-round facility.

Other recreation planning projects undertaken by Powers include inventory and planning for the Itasca County Trails Task Force, analysis of the relocation of the St. Louis County Fairgrounds in Hibbing, master plan for the Itasca County fairgrounds, and examination of development of RV campgrounds in the Grand Rapids area.

Additional information on Mr. Powers and Applied Insights^{north} follows.

Applied

Insights^{north}

.....problem solving from an uniquely up north perspective.....

181 Farley Cane Duluth, Mn 55803
Phone/fax: 218.724.2332 • Email: djpowers@cpinternet.com

John Powers
Principal

Education & Work History

Applied Insights^{north}

- Principal
2003 - present

Klaers, Powers and Associates

- Principal Partner
1986 - 2002

Arrowhead Regional Development Commission

- Director, Community & Resources
Development Division
- Community Resources Program Manager
- Senior Planner
- Regional Planner
1975 to 1986

Head of the Lakes Council of Governments

- Assistant Planner
- Planning Technician
1972 to 1975

B.S. Geography

University of Minnesota, Duluth
1972 - Summa cum laude

Skill Areas

- Problem identification
- Critical thinking and analysis
- Focused research
- Group process & facilitation
- Communication -- oral & written

Applications

- Land use planning
- Community development
- Project design and planning
- Economic impact analysis
- Project feasibility analysis
- Forest management planning
- Recreation systems planning
- Research & analysis
- Zoning ordinance design
- Site location analysis
- Strategic planning
- Meeting facilitation
- Survey design and analysis

Sampling of Clients

Forest plans • Carlton, Hubbard, Crow Wing, Aitkin, Cass, St. Louis counties, MDNR, Nature Conservancy

Planning • Cook County, Fond du Lac Reservation, Cohasset, Cass County, Grand Rapids, Lutsen (Cook County), Morrison County, Duluth

Research • Duluth Seaway Port Authority, Midway township, Natural Resources Research Institute, Koochiching County, Blandin Foundation

Redevelopment plans • Deer River, East Hillside Neighborhood (Duluth), SVCNDA (West Duluth), Cook County-Grand Marais EDA, Duluth EDA

Economic development • Itasca Development Corporation, Virginia - Eveleth EDA, Iron Range Resources (IRRRB), Fond du Lac Reservation

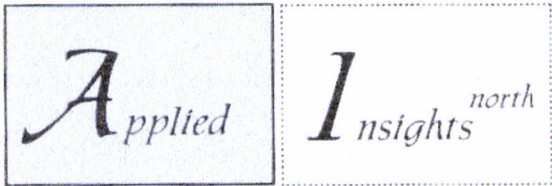
Education • St. Louis County Schools, Iron Range Higher Education Committee, NE Higher Education District, ISD 318 (Grand Rapids), Greenway, Northwestern (Maple, WI)

A Short Biography

John Powers is *AI*ⁿ. Born and raised in Grand Rapids, Mn. Fifth generation of his family to live there. Graduated from UMD. Married with two grown sons. Spent his entire professional career in northern Minnesota. Has a small self-built cabin in the forest of northern Aitkin County. His deep, personal sense of rootedness in the region is broadened by extensive travel within the nation and abroad, an appetite for reading, and an active, open mind. He's from this region but can view it with professional, critical objectivity.

His career began with nearly three years at the Duluth-Superior metropolitan planning agency the Head of the Lakes Council of Governments. Then it was ten years as planner and manager at the Arrowhead Regional Development Commission. For seventeen years he was a partner in Klaers, Powers & Associates, working on a diverse range of projects for a wide variety of clients.

As *AI*ⁿ, Powers blends his experience, talent, and regional perspective to help solve problems for communities and organizations, to uncover insights leading to uniquely northern solutions, and to make a real-world difference in the quality of life in the area.



problem solving from an uniquely up north perspective.....

*John Powers, Principal
181 Farley Lane Duluth, Mn 55803
Phone/fax: 218.724.2332 • Email: djpowers@cpinternet.com*

Professional Services

AIⁿ offers skills in critical thinking, research, group process, and communication to solve problems in:

Planning

- land use
- comprehensive plans
- strategic forest management
- neighborhood redevelopment
- zoning
- recreation systems and trails
- capital improvement programs
- strategic plans
- redevelopment plans
- projects / site design

Communication

- document writing / preparation
- technical report writing

Research

- attitude survey design and analysis
- demographics
- economic impact analysis
- review project viability
- review and assess proposals

Applied

"put to practical use"

Plans and research are conducted for a defined purpose, to answer a specific question, or resolve an identified problem – not to produce a report that collects dust on a shelf.

Insights

"the act or fact of apprehending the inner nature of things or of seeing intuitively – clear and immediate understanding"

Insights into problem identification and resolution arise from John Powers' extensive experience and life spent in northern Minnesota. They also come from the people engaged in the challenging processes led by AIⁿ.

North

"John Powers is AIⁿ."

Born and raised in Grand Rapids, an UMD graduate, he is the fifth generation of his family to live in the region. His deep, personal sense of rootedness in the region is broadened by extensive travel within the nation and abroad, an appetite for reading, and an active, open mind. He blends his experience, talent, and regional perspective to help solve problems for communities and organizations – to uncover insights leading to uniquely northern solutions and to make a real-world difference in the quality of life in the area.

Sampling of Clients

- Planning** • Cook County, Fond du Lac Reservation, Cohasset, Grand Rapids, Lutsen (Cook County), Morrison County, Deer River, Harris & Midway Townships, CIRSSD
- Forest plans** • Carlton, Hubbard, St. Louis, Aitkin, Cass counties
- Research** • Duluth Seaway Port Authority, ISD 318 (Grand Rapids), Mn DNR, Natural Resources Research Institute, Koochiching County, Blandin Foundation
- Redevelopment plans** • City of Aitkin, East Hillside Neighborhood (Duluth), SVCNDA (West Duluth), Cook County-Grand Marais EDA, Duluth EDA
- Economic development** • Itasca Development Corporation, Ely JPB, Virginia - Eveleth EDA, Two Harbors Development Corporation

Teamwork

AIⁿ can assemble a team of professional firms to provide customized services to solve a client's problem.

At other times, AIⁿ participates as the member of a team blending its talents with those of the other firms.

In all cases, AIⁿ works with the client in a collaborative style that insures the client's full and appropriate involvement in the project.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	13-0315	Version:	1	Name:	Consider approval of the final plat of Friesen Addition to Grand Rapids.
Type:	Agenda Item	Status:			Community Development
File created:	5/22/2013	In control:			City Council
On agenda:	5/28/2013	Final action:			
Title:	Consider approval of the final plat of Friesen Addition to Grand Rapids.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final Plat - Friesen Addition Resolution Approving Final Plat 5-28-13 Subdivision Agreement (DRAFT) - Friesen Addition				

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the final plat of Friesen Addition to Grand Rapids.

Body

Background Information:

The preliminary plat entitled Friesen Addition to Grand Rapids was submitted by Keith and Pam Friesen and filed with the City on March 8, 2013. The property included within the preliminary plat is 10.5 acres in area, including proposed right-of-way, and its location can generally be described as ½ block south of, and parallel to, 20th Street NE, extending from McKinney Lake Road/Hwy. #38- 1,375 ft. to the east.

At a rescheduled, regular meeting, on April 18, 2013, the Planning Commission took up consideration of the preliminary plat of Friesen Addition and made a recommendation to the City Council for its approval.

The City Council, at their regular meeting on April 22, 2013, accepted the recommendation of the Planning Commission, and approved the preliminary plat as recommended by the Planning Commission.

The final plat documentation, in complete form, was recently filed with the City. Mr. and Mrs. Friesen are now requesting approval of the final plat of Friesen Addition.

The Planning Commission recently reviewed the final plat document at their regular meeting held on May 2, 2013 and forwarded, to the City Council, a recommendation for approval, contingent upon the following items being addressed:

- The execution of the associated Subdivision Agreement, which has been reviewed and approved by the City Attorney, as well as the applicant, and is attached for the Council's review.
- In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

Requested City Council Action

Pass a motion accepting the recommendations of the Planning Commission and adopting the attached resolution approving the final plat of Friesen Addition to Grand Rapids, and authorize the Mayor and City Administrator to sign the

plat documents and associated Subdivision Agreement.

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

THE CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. 13-__

**THE FINAL PLAT ENTITLED
"FRIESEN ADDITION"**

WHEREAS, on April 18, 2013 the Planning Commission conducted a public hearing on the preliminary plat of Friesen Addition, and

WHEREAS, on April 18, 2013 the Planning Commission recommended approval of said preliminary plat, and

WHEREAS, the City Council approved the preliminary plat of Friesen Addition as recommended by the Planning Commission on April 22, 2013, and

WHEREAS, the Planning Commission reviewed the final plat of Friesen Addition on May 2, 2013 and found the plat to be in compliance with the City Code, and recommended approval of said final plat contingent upon the following conditions being adhered to;

- The execution of the associated Subdivision Agreement.
- In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat, and

WHEREAS, the final plat of Friesen Addition conforms to the approved preliminary plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids as follows:

That the plat of Friesen Addition, a subdivision of the City of Grand Rapids, is hereby approved.

Approved by the City Council of the City of Grand Rapids this 28th day of May, 2013.

Dale Adams, Mayor

Attest:

Kim Gibeau-Johnson, City Clerk

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

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (this "Agreement") is made and entered into as of _____, 2013, by and between Keith and Pam Friesen, of Itasca County, Minnesota, hereinafter referred to as the "Subdivider" and the City of Grand Rapids, a Minnesota municipal corporation (the "City").

RECITALS

- A. Subdivider has submitted a preliminary Plat to subdivide certain real estate located within the corporate limits of the City, which preliminary Plat is entitled Friesen Addition. (Exhibit A)
- B. This City has pursuant to its Subdivision Ordinance (the "Ordinance") approved, on a preliminary basis, the Plat of Friesen Addition (the "Plat").(Exhibit B)
- C. Subdivider has submitted a Petition for Local Improvements. (Exhibit C)
- D. The City has determined that, should Subdivider comply with the terms of this Agreement, the language and intent of the Ordinance will be complied with and it would be appropriate for the City to approve a final version of the Plat, which then may be appropriately filed.

AGREEMENT

1. **CONSIDERATION.** This is a mutual Agreement, which the parties acknowledge is supported by adequate consideration, and which shall be legally binding upon the parties.
2. **PARK LAND DEDICATION.** In lieu of dedication of parkland within the Plat, the Subdivider, as is provided in the Ordinance, will make a cash payment to the City in the amount of \$10,190 (ten thousand one hundred ninety dollars) immediately upon execution of this agreement.

3. REQUIRED IMPROVEMENTS:

(a) PLAN A IMPROVEMENTS - The City agrees to construct in accordance with the Ordinance, all applicable standards, and final construction plans prepared by or on behalf of the City Engineering Department, all streets, sanitary sewer mains, sanitary sewer and water services from the main to the right of way, water distribution extensions, storm drainage collection mains and ponds, along with necessary clearing and grading, in the following rights of way as detailed within the Preliminary Plat (Exhibit A) and the Petition for Local Improvements in Exhibit C, heretofore referred to as the "Plan A- Required Improvements":

- (i) 1st Avenue NE – from 20th St. NE. to approximately 340 feet south of 20th Street NE.

The above-described improvements shall be in compliance with all applicable statutes, codes, and ordinances and with the construction standards of the City. The full cost of the above described Plan A – Required Improvements will be assessed to the Subdivider as set forth by this agreement. The City agrees that the Plan A - Required Improvements, described in above paragraph, shall be substantially completed on or before November 1, 2013 and finally completed prior to June 30, 2014.

In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

No Certificate of Occupancy shall be granted to any property nor shall any person occupy any property until Plan A improvements are substantially completed in accordance with the terms set forth by this Agreement.

(b) PLAN B IMPROVEMENTS The City agrees to allow for the phased construction of certain improvements, required by the Ordinance and the approved Plat, heretofore referred to as the "Plan B - Required Improvements". The Plan B - Required Improvements shall consist of the following:

- (i) Construction of street (continuation of 1st Avenue NE), water main, sanitary sewer, sanitary sewer and water services and appurtenances, and necessary storm sewer appurtenances, in conformity with all applicable standards, ordinances, and with the final construction plans either developed by the City Engineer or upon his or her review and approval, from the point approximately 340 feet south of 20th Street NE to the south boundary of the Plat of Friesen Addition.

(c) SCHEDULE FOR PLAN B IMPROVMENTS - The Subdivider agrees to construct, at the Subdivider's sole cost, or petition the City for the construction of the improvements listed under section 3(b)(i) of this agreement and that those improvements shall be completed on or before the following:

(i) Lot 1, Block 2 of the Plat is developed, or

(ii) Lot 1, Block 2 of the Plat is further subdivided.

4. **ASSESSMENT:** The City shall assess all project cost for Plan A improvements against either Lot 2, Block 1, or Lot 1 Block 2, Friesen Addition depending on which is developed by the Subdivider. Future Plan B improvements, if constructed by the City, will be fully assessed against the remaining undeveloped parcel.

5. **PAYMENT OF SPECIAL ASSESSMENTS:** In exchange for the City so agreeing to assess such cost, Subdivider agrees that they shall keep current its payment of special assessments levied against all lots within the Plat for the full term of the assessment levy or until all assessments are paid in full, which ever occurs sooner.

6. **WAIVER OF RIGHT TO CONTEST SPECIAL ASSESSMENTS:** Subdivider hereby waives the right to contest Special Assessments levied by the City for any of the Required Improvements listed in Section 3 assessed now or in the future by the City. Said waiver is based on Subdivider having been given sufficient information by City Engineering Department of estimated costs of outstanding improvements at the time of the assessments.

7. **CONSTRUCTION REQUIRED IMPROVMENTS BY THE SUBDIVIDER:** If the Subdivider elects to construct any of the Plan B – Required Improvements through a private contract, the improvements shall be in compliance with all applicable statutes, codes, ordinances, and City construction standards.

8. **FINANCIAL GUARANTEE:** If the Subdivider elects to construct any of the Plan B improvements, as described in the previous section, the Subdivider shall furnish the City with a financial guarantee in the form of a cash escrow; an irrevocable letter of credit provided by a Minnesota financial institution or other financial institution reasonably acceptable to the City; or in the form of other financial instruments which provide equivalent assurance to the City and which are approved by the City Finance Director.

The Subdivider shall furnish the City with a financial guarantee in the amount of 110 percent of the City Engineering Department's estimated cost of outstanding improvements and such financial guarantee shall continue in full force and effect until the City Council has approved and accepted all of the Work undertaken to be done, and shall thereby release the surety and/or Subdivider from any further liabilities; provided, however, that the City Council may reduce the amount of the financial guarantee upon partial completion of the Work as certified by the City Administrator.

The financial guarantee shall be conditioned upon the full and faithful performance of all elements of this Agreement, and upon compliance with applicable statutes, codes, and ordinances of the City, and shall further be subject to the following provisions, which shall be deemed to be incorporated in such financial guarantee and made part thereof.

When any instrument such as an irrevocable letter of credit, submitted as a financial guarantee for the Work, contains provision for an expiration date, after which the instrument may not be drawn upon, notwithstanding the status of the Work, it is hereby agreed that the following special conditions shall apply:

The expiration date of all such instruments shall be no earlier than December 31, of the year in which it is issued or the closest business day in the case of weekends and legal holidays.

The Subdivider (or in the case of a Letter of Credit, the bank or other issuer of the Letter of Credit) shall notify the City in writing, by certified mail, at least sixty (60) days prior to the expiration date of the instrument, that (1) the instrument will not be renewed upon expiration; or (2) the instrument will be renewed and extended for at least six months beyond the initial expiration date.

In the case of the intention not to renew an instrument upon expiration, the Subdivider hereby agrees that an appropriate new instrument shall be submitted at least thirty (30) days prior to expiration of the initial instrument, to guarantee the completion of remaining work unless, prior to the expiration date, the City Council has found that all work has been completed and has, therefore, released the Subdivider from the obligation to provide a guarantee. If a new financial instrument is not timely submitted, and the City Council has not so released the Subdivider, the Subdivider shall be in a breach of this Agreement.

In the case of an intention to renew the instrument, the Subdivider hereby agrees that a written notice of extension from the financial institution providing the instrument shall be submitted to the City at least thirty (30) days prior to the expiration date in the initial instrument. The term of any extension shall be approved by the City.

(c) **REMEDIES FOR BREACH.** At any time after the completion date and any extension thereof, if any of the Work is deemed incomplete, or if a letter of credit or surety will expire without renewal prior to completion, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all overhead expenses incurred by the City in connection therewith, including but not limited to engineering, legal, planning, and litigation expenses; but the enumeration of the remedies hereunder shall be in addition to other remedies available to the City.

- (i) Specific Performance. The City may in writing direct the surety or the Subdivider to cause the Work to be undertaken and completed within a specified reasonable time. If the surety and/or the Subdivider fail to cause the Work to be done and completed in a manner and time acceptable to the City, the City may proceed in an action for specific performance to require such work to be undertaken.
- (ii) Completion by the City. The City, after 10 days notice to Subdivider, may enter the premises and proceed to have the Work done either by contract, by day labor, or by regular City forces, and neither the Subdivider nor the corporate surety may question the manner of doing such work or the letting of any such contracts for the doing of any such work, or the doing of such work. Upon completion of such work, the surety and/or the Subdivider shall promptly pay the City the full cost thereof as aforesaid.
- (iii) Funds on Deposit. In the event that the financial guarantee is in the form of cash, certified check, irrevocable letter of credit, or other arrangement making the financial guarantee immediately accessible to the City, the City may immediately draw on a letter of credit, cash, a certified check, or demand payment by a surety. It may then deposit the financial guarantee in its general account. The City may then proceed to complete the Work, reimburse itself for the cost of completion as defined hereunder, and return the balance to the Subdivider.

9. **AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES.** Whenever any default occurs and the City employs attorneys or incur other reasonable expenses in enforcement or performance of the obligations under this agreement, the Subdivider agrees on demand to pay the City the reasonable fees or expenses incurred by the City.

10. **MISCELLANEOUS TERMS.** This Agreement shall also be subject to the following terms and conditions:

- (a) This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
- (b) The terms of this Agreement shall not be amended, supplemented, or varied, except by written agreement signed by the parties.
- (c) All terms of this Agreement which are binding upon Subdivider shall run with the land and shall be binding upon all heirs, successors, assigns, mortgages, lien holders, trustees, receivers, or any other person or entity which shall succeed to any rights of Subdivider in the Real Estate.
- (d) The Subdivider shall provide the City with written verification that this Subdivision Agreement has been filed with the County Recorder. No building permits will be issued by the City until this written verification has been provided.

This Agreement is made and entered into as of the date and year written above.

SUBDIVIDER

CITY OF GRAND RAPIDS

Keith Friesen

By: _____

Pam Friesen

Its: _____

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ and _____, the Subdivider.

Notary Public

STATE OF MINNESOTA)
)ss.

COUNTY OF ITASCA)

The foregoing instrument was acknowledged by the City of Grand Rapids before me this
_____ day of _____, 2013, by _____ and
_____, the _____ and
_____, respectively, of the City.

Notary Public

Draft

EXHIBIT A

Preliminary Plat Friesen Addition

Draft

EXHIBIT B

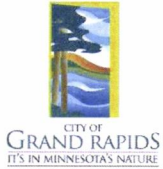
Final Plat Friesen Addition "The Plat"

Draft

EXHIBIT C

Petition for Public Improvements

Draft



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0332 **Version:** 1 **Name:** NW Gas Joint Power Board
Type: Agenda Item **Status:** Engineering
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: A natural gas joint power agreement between the City and Harris Township.
Sponsors:
Indexes:
Code sections:
Attachments: [5-28-13 Harris Gr JPA Joint Rate Setting.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A natural gas joint power agreement between the City and Harris Township.

Body

Background Information:

NW Gas will be extending phase 2 of their natural gas system this summer. This phase includes the completion of Horseshoe Lake and Mishawaka Roads with the City and Isleview Road and the adjacent developments along the roadway both in the City and in Harris Township.

Harris Township has requested that they have representation in the setting of the gas rates prior to approving the extension into their township. The attached agreement would create a joint board to review and approve natural gas rates with NW Gas.

Staff Recommendation:

City staff is recommending the approval of a natural gas joint power agreement between the City and Harris Township.

Requested City Council Action

Consider approval of a natural gas joint power agreement between the City and Harris Township.

**JOINT POWERS AGREEMENT
TO REGULATE UTILITY RATES**

AGREEMENT made this ____ day of _____, 2013, by and between Harris Township and the City of Grand Rapids, collectively known as the "Cities."

RECITALS

A. Grand Rapids has passed an ordinance granting to Gorhams', Inc., a Minnesota corporation (d/b/a Northwest Natural Gas), a non-exclusive right for a period of 22 (twenty-two) years to erect and maintain a gas system (the "Gas system") to distribute and sell natural gas in the Grand Rapids. Harris will likewise be entering into an agreement with Gorhams', Inc. to provide the same service in Harris Township.

B. There has previously been filed with the Public Utilities Commission a resolution exempting Northwest Natural Gas from the regulatory provisions of *Minnesota Statute Sec. 216B*. Accordingly, Harris Township and the City of Grand Rapids have the authority under Minnesota Law to set the rate that Gorhams's Inc. is allowed to charge its customers in the territorial boundaries of both entities.

C. The Harris and Grand Rapids believe it is in their best interest that they act in concert and unity regarding their regulation of the rates and other activities of Northwest Natural Gas and the Gas System. By establishing a joint powers board pursuant to the authority granted in Minn. Stat. §471.59, the entities believe their joint regulation will yield a consistent rate within both jurisdictions whose residents will share in the benefits of this utility.

TERMS

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a Joint Powers Gas Board (the "Board") that has the exclusive right and power to regulate the rate that Gorhams', Inc. pursuant to state law, be allowed to charge its' customers. Both entities will act in accordance with *Minnesota Statute 216B.03, subd. 4, et. al*, as they may be modified from time to time.
2. The Board. There is hereby established a Board to act as the governing body to enforce the terms of this Agreement. The Board shall consist of five (5) members. Harris and Grand Rapids shall each be represented by two (2) members on the Board, with the members appointed by the Township Board and the City Council respectively. The fifth Board Member

will serve a one-year term and in even years will be the Mayor of the City of Grand Rapids, and in odd years will be the Board Chairman of Harris Township. A majority of the members shall constitute a quorum for the transaction of business. No member of the Board shall be eligible to vote on any matter brought before the Board if the entity which he or she represents shall be in default on any financial payment required to be paid under the terms of this Agreement. A vacancy on the Board shall be filled by the applicable governing body.

3. Execution of Agreement. Grand Rapids and Harris shall approve this Agreement by the adoption of an appropriate resolution by its governing body. Certified copies of the resolution shall be filed with each entity. Appropriate officials from each of the entity shall execute this Agreement on behalf of their respective governmental unit.

4. Meeting and Election of Officers. The business of the Board shall be conducted in accordance with Robert's Rules of Order, as well as, in accordance with the Minnesota Open Meeting Law. A Chairperson and a Secretary shall be elected annually by the Board from among its members.

The Board shall meet at least annually and more often as required to conduct business. Special meetings may be called by any two Board members. Notice of all meetings shall be sent to all members of the Board by the Secretary at least three (3) days prior to the meeting.

5. Powers and Duties of the Board

a. Harris Township and the City of Grand Rapids hereby appoints the Board as its exclusive agent to deal with Gorhams' Inc. regarding the regulation and operation of the Gas System, as it pertains to the setting of rates pursuant to Minnesota *Statute 216B.02, subd. 4, et. al.* as may be modified, and agrees to follow the orders of the Board regarding the setting of appropriate rates.

c. The Board shall have not have a specified budget. If monetary compensation is requested from either Harris or Grand Rapids, the same must meet with majority approval of both entities.

6. Distribution of Assets. Cash assets, if any, held by the Board shall be divided and distributed to both entities in proportion to the contributions of the entities at the time of the termination of this Agreement or earlier if the purpose of this Agreement has been completed.

7. Duration and Termination. This Agreement shall become effective upon execution of this Agreement by Harris and Grand Rapids and shall remain effective until

terminated. Termination become effective upon one party providing the other party 30 (thirty) days written notice to the other of their desire to terminate said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year set forth below.

Agreed to by the Town Board of Supervisors for the Town of Harris the ____ day of _____, 2013.

ATTEST:

Town Clerk

Chairman

Approved as to form:

Town Board Member

Town Attorney

Town Board Member

Agreed to by the City Council for the City of Grand Rapids the ____ day of _____, 2013.

Grand Rapids City Attorney

Mayor

City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0311 **Version:** 1 **Name:** Approve Golf Course Restroom Project
Type: Agenda Item **Status:** Golf Course
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Approve Golf Course Restroom Project
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Approve Golf Course Restroom Project

Body

Background Information:

The Pokegama Golf Board and staff are requesting approval to move ahead with the design and construction of the remote on course restroom project. We are seeking "blanket approval" for obtaining three quotes for all purchases related to this project.

We have reached our goal of raising \$30,000 from the local community. Coupled with the \$30,000 approved by the golf board in a funding match,

we now have \$60,000 available to fund this project estimated to be between \$50,000 and \$60,000. These estimates were arrived at with

the understanding that we would have some volunteer labor and oversight available to us. Golf Board member and licensed General Contractor

Dan Richter has volunteered his expertise in guiding the construction of the project. We have additional experienced volunteers that have offered their

masonry and carpentry expertise. City Attorney Chad Sterle has determined that the cities liability for the volunteer labor is covered under our LMC policy.

The new facility will include flush toilets, hot and cold running water, a drinking fountain, and vending machines, and storm shelter.

Funding of the project will come from a combination of funds raised and funds from the 2013 golf course budget.

We are working with City staff to ensure that we are conforming to all city, county, and state rules and regulations.

Staff Recommendation:

Approve the plan to design and construct the remote on course restroom at pokegama golf course.

Authorize "blanket" prior council approval for all purchases related to the project. Three quotes will be obtained for all purchases related to the project.

Requested City Council Action

Consider authorizing city staff to move forward with the design and construction of a remote on- course restroom facility. Authorize "blanket" prior council approval for all purchases related to the project. Three quotes will be obtained for all purchases related to the project.

Funding for the project will come from a 1 for 1 match with funds raised in our recent fundraiser and funds

from the 2013 golf course approved budget.
The project is estimated to cost between \$50,000 and \$60,000.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0317 **Version:** 2 **Name:** Retirement of Terry E. Madsen from the Itasca Calvary Cemetery.

Type: Agenda Item **Status:** Administration Department

File created: 5/22/2013 **In control:** City Council

On agenda: 5/28/2013 **Final action:**

Title: Retirement of Terry E. Madsen from the Itasca Calvary Cemetery.

Sponsors:

Indexes:

Code sections:

Attachments: [Terry Madsen notice of retirement](#)

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

Title

Retirement of Terry E. Madsen from the Itasca Calvary Cemetery.

Body

Background Information:

Terry Madsen has been an employee of the Itasca Calvary Cemetery, initially through the Grand Rapids Township and now the City of Grand Rapids, for 20 years. We have received notice that Terry will be retiring from his position effective May 31, 2013. You may recall the storm last July that caused a great deal of damage to the cemetery. Rowe Funeral Home was so impressed with the crew for their efficient and timely response to the damage, that they put a "Thank you for a job well done!" ad in the Herald-Review.

According to one of the seasonal employees that worked with Terry last year, *"Working with Terry made my work days so much more enjoyable. He's like a grandpa. Most of his stories didn't make sense but were pretty darn hilarious. He could always put a smile on my face and make me laugh, especially when he fell into a grave."*

Staff Recommendation:

Public Works Director Jeff Davies is recommending accepting the notice of retirement from Terry Madsen effective May 31, 2013 with gratitude for the many years of service he has put in at the Itasca Calvary Cemetery. On behalf of the entire City, we wish Terry many happy years of retirement.

Requested City Council Action

Consider accepting the notice of retirement from Terry Madsen from the Itasca Calvary Cemetery effective May 31, 2013. We will come back to the City Council with a request to fill the vacancy at a later date.



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

PUBLIC WORKS DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

City of Grand Rapids
Attention: Tom Pagel, City Administrator
420 N Pokegama Ave
Grand Rapids, MN 55744

5-14-13

RE: Retirement of Itasca Calvary Cemetery Personnel

I have been an employee at the Itasca Calvary Cemetery through the Grand Rapids Township and the City of Grand Rapids for 20 years. This letter is to inform you that I will be retiring from my position as a Permanent Full-Time Seasonal Employee at the Itasca Calvary Cemetery effective on Friday, May 31st, 2013.

Respectfully,

Terry E. Madsen



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0318 **Version:** 1 **Name:** Resignation of Police Officer Shawn Mahaney.
Type: Agenda Item **Status:** Administration Department
File created: 5/22/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Resignation of Police Officer Shawn Mahaney.
Sponsors:
Indexes:
Code sections:
Attachments: [Shawn Mahaney notice of resignation](#)

Date	Ver.	Action By	Action	Result
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Title

Resignation of Police Officer Shawn Mahaney.

Body

Background Information:

Shawn Mahaney, Police Officer, has given his notice of resignation effective June 2, 2013. In his letter, Shawn stated "*I have been extremely fortunate to have spent the last 2+ years with the Grand Rapids Police Department. I greatly enjoyed my time serving the citizens of Grand rapids and will always cherish the relationships I have established as a member of the City of Grand Rapids.*"

Staff Recommendation:

Police Chief Jim Denny is recommending accepting the resignation of Police Officer, Shawn Mahaney, effective June 2, 2013 with gratitude for his 2+ years of service. We wish Shawn the very best in his future endeavors.

Requested City Council Action

Consider accepting the resignation of Shawn Mahaney, Police Officer, effective June 2, 2013.



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

GRAND RAPIDS POLICE DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

Shawn Mahaney
420 N Pokegama Ave
Grand Rapids, MN 55744
May 15, 2013

Tom Pagel
City Administrator
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear City Administrator Pagel:

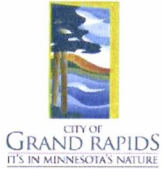
Please accept my resignation as police officer with the Grand Rapids Police Department, effective Sunday, June 2, 2013.

I have been extremely fortunate to have spent the last 2+ years with the Grand Rapids Police Department. I greatly enjoyed my time serving the citizens of Grand Rapids and will always cherish the relationships I have established as a member of the City of Grand Rapids.

Sincerely,

Shawn Mahaney
Officer #343

A handwritten signature in black ink, appearing to be 'Shawn Mahaney', written over the typed name and ID number.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0335 **Version:** 1 **Name:** Closing of City Hall on Friday, July 5, 2013.
Type: Agenda Item **Status:** Administration Department
File created: 5/23/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: Closing of City Hall on Friday, July 5, 2013.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Closing of City Hall on Friday, July 5, 2013.

Body

Background Information:

City Hall will be closed on Thursday, July 4, 2013, as it is an official holiday. Because many employees will typically submit a Flexible Time Off (FTO) request for Friday, July 5, 2013, and it's a very slow day for public inquiries, we would like to propose closing City Hall that day as well. Because it's not an official holiday, employees would have the option of working behind closed doors or utilizing FTO.

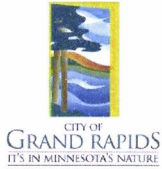
Often times there are many projects that need to be done that are difficult, if not impossible, to do while dealing with the day to day public inquiries. One of the key projects is records retention and relocating items to storage.

Staff Recommendation:

City Administrator Tom Pagel has recommended closing City Hall on Friday, July 5, 2013.

Requested City Council Action

Consider authorizing the closing of City Hall on Friday, July 5, 2013 and allow employees to either work behind closed doors or utilize Flexible Time Off.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0340 **Version:** 1 **Name:** YMCA Elder Circle Development Governance
Type: Agenda Item **Status:** Administration Department
File created: 5/24/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**
Title: A Development and Governance Agreement (DGA) between the City, YMCA, and Elders Circle

Sponsors:

Indexes:

Code sections:

Attachments: [Contract 5-28-13 Draft 6 with changes 5-14 13 red lined copy.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A Development and Governance Agreement (DGA) between the City, YMCA, and Elders Circle

Body

Background Information:

The City has been working with the YMCA and Elders Circle to develop an Active Living Center. The City's purpose in being a partner in the Active Living Center is to provide a space for seniors in the community to gather and socialize. This facility will replace the former township hall which is currently acting as the the City's senior center. The attached DGA between the City, YMCA, and Elders Circle, establishes the City's financial contribution to the project along with the initial annual operations and maintenance cost participation. The agreement also establishes a governance body for the management of the Active Living Center.

Staff Recommendation:

City staff is recommending the approval of the DGA between the City, YMCA, and Elders Circle, contingent upon the YMCA and Elders Circle attaching their lease agreement to the DGA.

Requested City Council Action

Consider a DGA between the City, YMCA, and Elders Circle, contingent upon the YMCA and Elders Circle attaching their lease agreement to the DGA.

DEVELOPMENT AND GOVERNANCE AGREEMENT
BETWEEN THE CITY OF GRAND RAPIDS, THE
ITASCA COUNTY FAMILY YMCA AND ELDER
CIRCLE

This Development and Governance Agreement is between the City of Grand Rapids ("City"), a municipal corporation organized under the laws of the State of Minnesota; Itasca County Family YMCA ("YMCA"), a non-profit organization experienced in the programming, operation and maintenance of recreational facilities; and ElderCircle ("EC"), an organization whose goal is to provide senior citizens with programs and services focused on helping them maintain their independence.

This document is intended to provide a framework of collaboration between the parties to facilitate the construction and operation of an active living center on property owned by the YMCA, subject to modification. The elements committed to in this Agreement are intended to set forth the main components of the agreement and are not intended as limitations.

AGREEMENT

1. **PURPOSE:** The parties will operate as a partnership in the design, construction and operation of an Active Living Center to be constructed on property currently owned by the YMCA, which will be used primarily for purposes of providing activities for senior citizens in the Itasca County area.

The Parties agree with the other to participate as hereinafter provided in the joint maintenance and operation of an Active Living Center as hereinafter provided and to take this opportunity to acknowledge the benefit this facility brings to the residents of Itasca County and commit to its continued operation.

The Parties agree each with the other that the YMCA will be the fiscal agent of the physical facility and its operations.

2. **REAL PROPERTY:** The land will continue to stay in YMCA ownership.

3. **FUNDING SOURCES:** The parties will initiate a fund-raising effort to raise capital for construction. Additionally, the parties will be seeking grants and funds

The City of Grand Rapids will make a minimum contribution of \$200,000* in the form of initial building capital. In Addition, the City will contribute \$25,000* annually in the form of operating expenses. The annual \$25,000 will begin as soon as the Active Living Center is completed and open for use by patrons. The initial year of this contribution will be pro-rated based upon the date of the year when the Active Living Center is operational. Thus, if the Active

Living Center is opened in October, then the City's yearly contribution will be one-fourth of \$25,000. The City Council will further discuss the level of funding to be provided and whether or not to include an inflator relative to their yearly contribution.

The YMCA will provide the value of the land, staffing and program support, and administration of the financial management and reporting for the Active Living Center.

Elder Circle will provide grant writing for the capital project, administration, volunteers, staffing and program assistance for the ALC and a monthly lease payment to the YMCA. The City Council would like the lease terms spelled out in this paragraph, or in the alternative, the lease itself attached for reference.

4 **GOVERNANCE STRUCTURE:** The partnership of all three entities will be governed by a Active Living Center Advisory Committee consisting of two members from the YMCA, two members from the City, and two from Elder Circle, and a seventh member who will be added to the Committee by majority vote of the six other members.

The seven-member Committee will recommend a set of bylaws that must be individually accepted by the YMCA, the City and Elder Circle which will set forth the operating structure to be considered by the Committee in the day-to-day operation of the Active Living Center.

The YMCA will be the fiscal agent of the partnership and pay all financial responsibilities for the center.

All terms shall be at the discretion and pleasure of the appointing body. In the event an appointee is not able to complete his appointment, his/her vacancy shall be filled for the unexpired portion of the term by the appropriate appointing body.

The appointment date for all six (6) members shall be on the same date each year after establishment of this agreement.

The Committee shall choose one of its members as Chair and one to act as secretary. In the event the volume of work handled by the Committee shall require it, a paid secretary may be requested by the Committee.

The Committee will operate and conduct its business under bylaws established by the Parties and jointly approved by the Parties, and under all applicable federal regulations, State of Minnesota rules and statutes, and the rules and ordinances established by the Parties.

The established Committee bylaws will be reviewed annually by the Committee and will recommend changes to the Parties for approval and adoption.

The Committee shall, as soon as possible after the end of each calendar year, prepare and present to the Parties, a comprehensive annual report of its activities and state of the Active Living Center.

5. FINANCES: For the purpose of financing the necessary expenditures in carrying out the provisions of this agreement, there are hereby created in the YMCA's accounts and treasury a special fund called "The ACTIVE LIVING CENTER."

All receipts belonging to the shared space of the Active Living Center shall be deposited intact into a bank account to the credit of Active Living Center Department and no disbursement shall be made from this account except by check, nor unless a verified claim for services and commodities actually rendered or delivered.

The YMCA shall account for the shared portion of The Active Living Center and the custody of the cash and the bank checking accounts shall be in the hands of the YMCA. YMCA staff shall make reports to the Committee at reasonable intervals as determined by the Committee.

For purposes of accounting and reporting, the fiscal year of the Committee and Active Living Center shall be January 1 through December 31. An audit of the Active Living Center Department shall be included in the YMCA's annual audit. Such audits shall be made independently of or in conjunction with any audit which may be made of the funds of the YMCA.

6. INSURANCE: The YMCA will maintain casualty insurance on the building as an owner of the building, and liability insurance for claims or liabilities arising from incidents on the grounds of the center. The YMCA will provide liability insurance with limits acceptable to the City for claims or liabilities arising out of the YMCA's programming, operation and maintenance of the center. Each party will indemnify against any liability resulting from negligent acts or omissions of the other.

7. DURATION: This agreement shall be in full force in perpetuity unless terminated by written notice from any party to the other parties at least two (2) years in advance of such termination.

CITY OF GRAND RAPIDS

YMCA

By: _____
Mayor, Dale Adams

By: _____

By: _____
By: _____
City Clerk

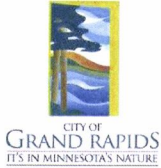
Date: _____

Date: _____

ELDERCIRCLE

By: _____

|
By: _____
Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	13-0313	Version:	1	Name:	Conduct a public hearing to consider the vacation of a platted alley within the plat of Kearney's 1st. Addition to Grand Rapids.
Type:	Public Hearing	Status:		Status:	Public Hearing
File created:	5/22/2013	In control:		In control:	City Council
On agenda:	5/28/2013	Final action:		Final action:	
Title:	Conduct a public hearing to consider the vacation of a platted alley within the plat of Kearney's 1st. Addition to Grand Rapids.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1st Lutheran Church VAC-Maps & Review Comm. Comments 1st Lutheran Church VAC-Application				

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

Title

Conduct a public hearing to consider the vacation of a platted alley within the plat of Kearney's 1st. Addition to Grand Rapids.

Body

Background Information:

1st. Evangelical Lutheran Church submitted a valid petition on April 2, 2013 requesting the vacation of the following described public right-of-way:

N/S Alley LYG between Lots 1-10 & Lots 11-20, Block 37, Kearney's 1st. Addition to Grand Rapids, Itasca County, Minnesota

As stated within the attached Public Vacation Application, the requested right-of-way vacation, if approved, would allow the petitioner to reconfigure their west entrance and parking lot area to improve handicap accessibility.

The petitioner, within the vacation application, also describes their willingness to grant the city a "relocated" easement for the existing infrastructure which is required to be relocated with their proposed expansion project. In addition, they also describe a situation in which they grant the neighboring property (Manor House) an easement to park in the vacated alley, as well as an easement to exit through one of their parking lots onto Pokegama Avenue.

The staff review committee, consisting of the Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission has reviewed the alley vacation request, and as described in the attached email correspondence, supports the petitioned vacation, contingent on the following items being addressed:

1. The City retaining the proposed utility easement over the south portion of the alley to be vacated (depicted within submittal- *Site Plan pg. A0.2*). This easement would allow for the maintenance of any public or private utilities (natural gas, telephone, etc.) currently located within the area to be vacated.
2. The granting of a new utility easement by the applicants (as depicted within submittal- *Site Plan pg. A0.2*) associated with the relocation of infrastructure in the area (of which the petitioner is responsible for all expenses).
3. To adequately address the easement for parking/access between the neighboring properties, Community Development Department Staff recommends requiring a private cross-access easement or agreements between

the Manor House property and the church property, for the use of a portion of the vacated N/S alley and the drive lane through the parking lot on Lots 17-18, Block 37, Kearney's 1st. Addition.

Minnesota Statutes 412.851 governs the procedures for vacating a in a statutory city. Generally speaking, under this statute the City Council has the authority to vacate public right-of-way on its own motion or through a petition of the majority of the land owners. The petition presented by 1st. Evangelical Lutheran Church, and signed by the Manor House, represents 100% participation of adjacent land owners, and therefore is valid.

On May 2, 2013 the Planning Commission formally reviewed the proposed vacation as described within the attached resolution, and recommended to the City Council approval of the vacation, based on certain findings of fact, which are incorporated into the draft resolution and subject to the staff review committees recommended conditions.

Staff Recommendation:

Conduct Public Hearing

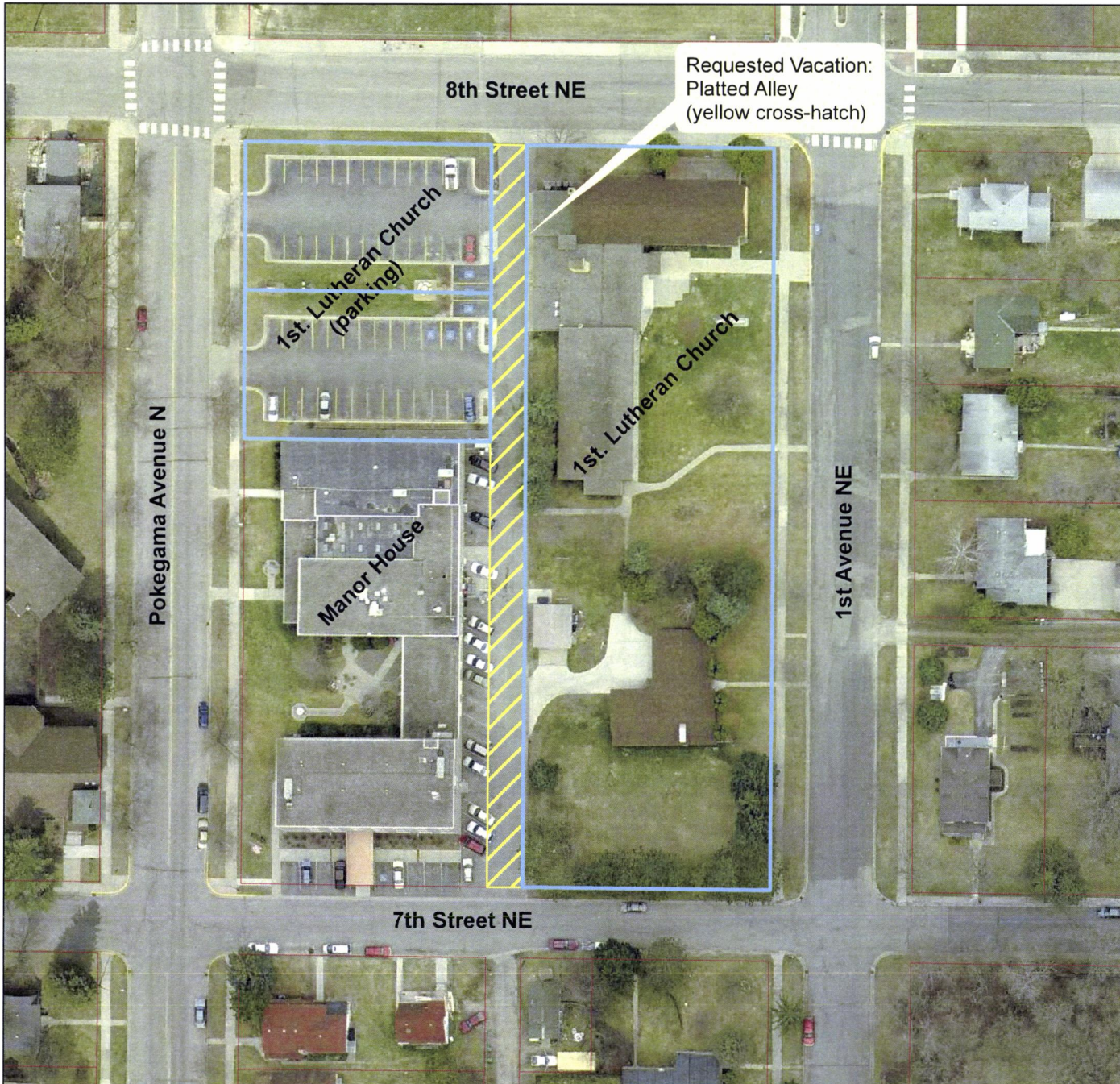
Requested City Council Action

Conduct a public hearing to consider the vacation of a platted alley within the plat of Kearney's 1st. Addition to Grand Rapids.

1st Lutheran Church- Vacation Request (platted alley)



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




Requested Vacation:
Platted Alley
(yellow cross-hatch)


Legend


 Parcels

2009 Aerial Photo

RGB

 Red: Band_1

 Green: Band_2

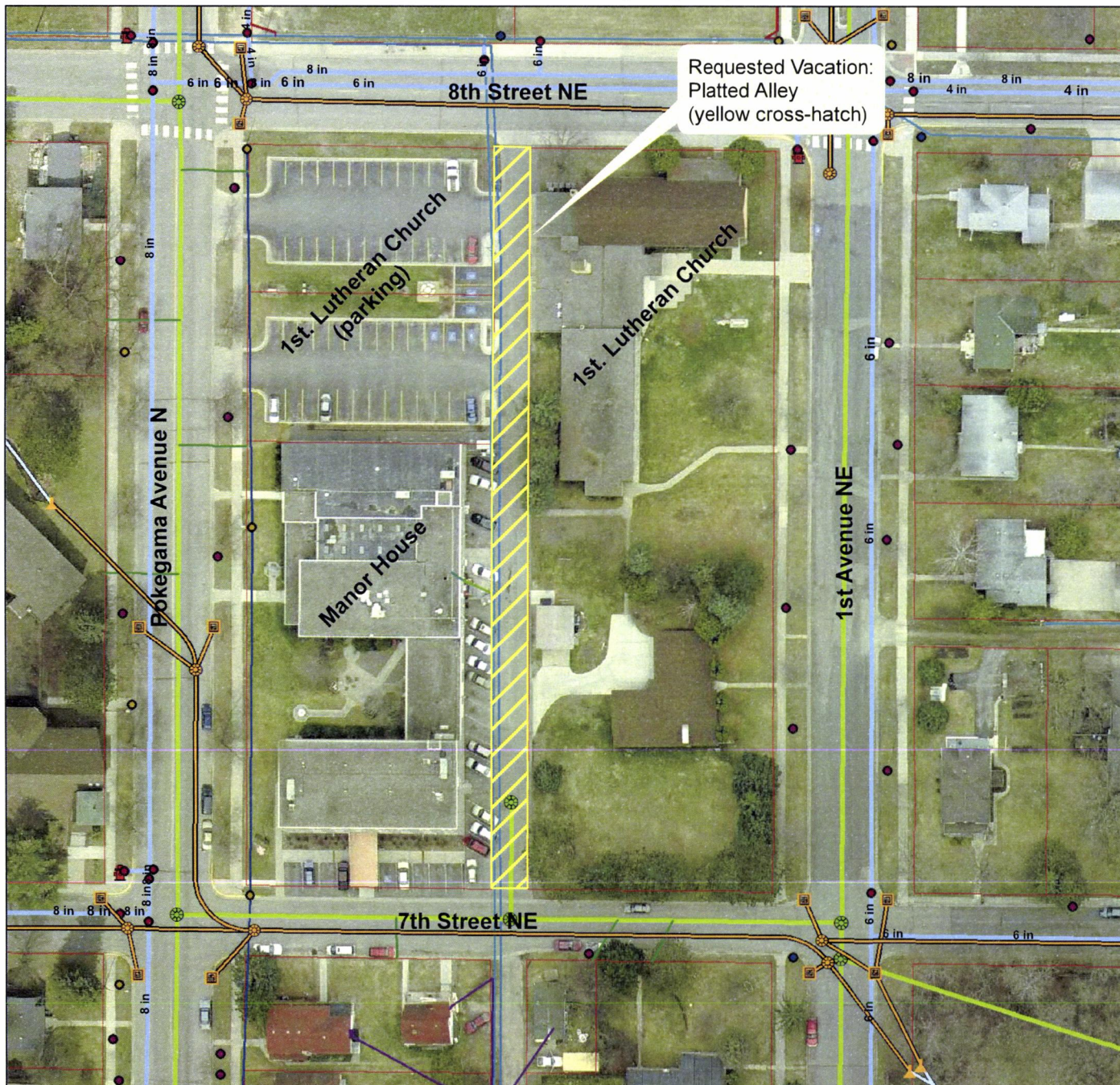
 Blue: Band_3

150 75 0 150 Feet

1st Lutheran Church- Vacation Request (platted alley) (Utilities Displayed)



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



Requested Vacation:
Platted Alley
(yellow cross-hatch)

Legend

- Parcels
- Water Lines
- Manholes
- Service Lines
- Storm Pipes

Communication Cable

- <all other values>

SubtypeCD

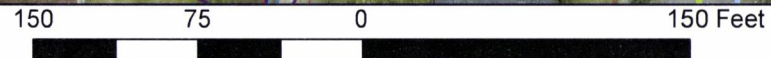
- Communication Cable OH
- Communication Cable URD
- Fiber Optic OH
- Fiber Optic URD

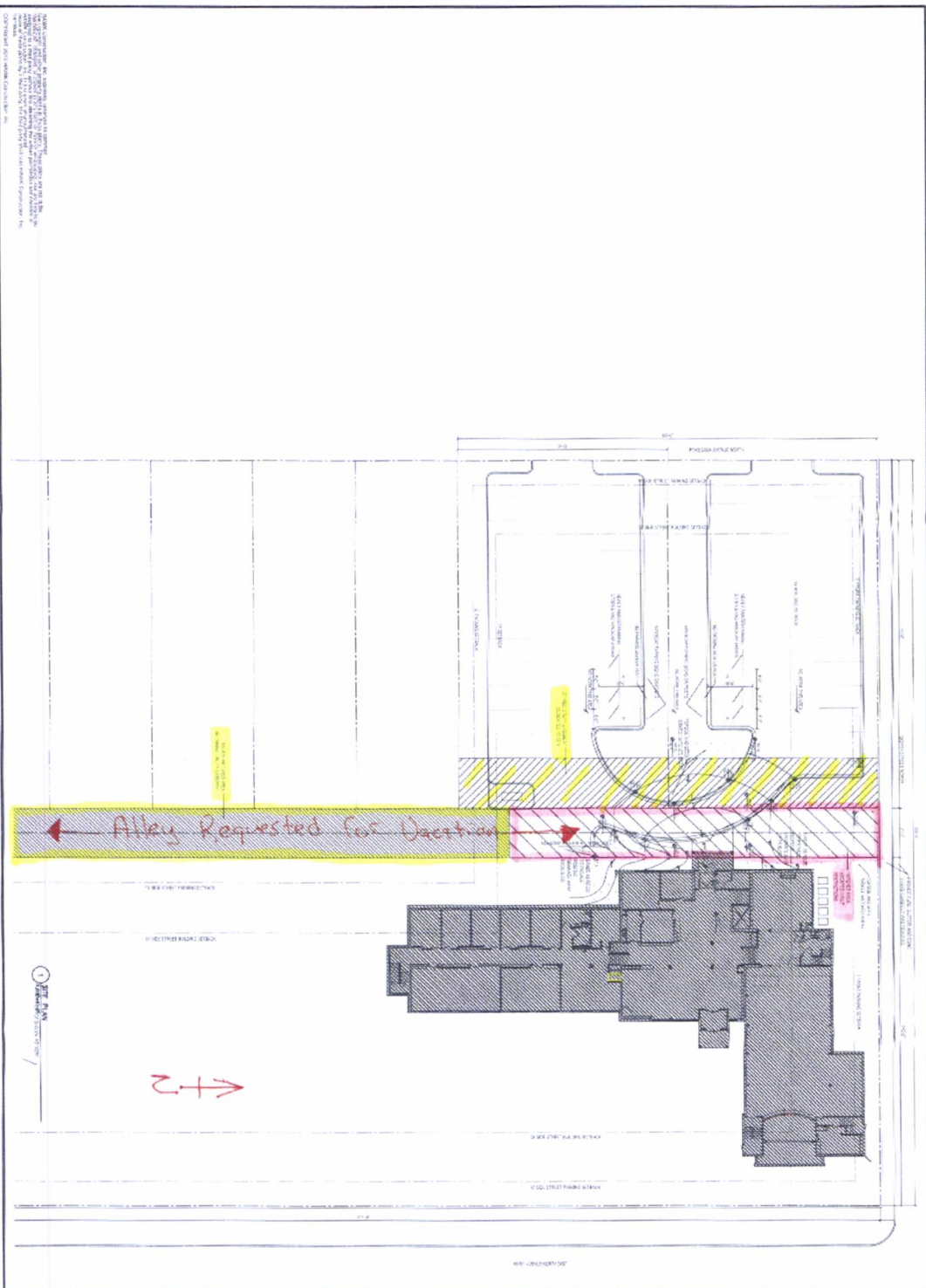
Primary Overhead Conductor

- <all other values>

SubtypeCD

- Single Phase Primary Overhead
- Three Phase Primary Overhead
- Two Phase Primary Overhead





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A0.2

SITE PLAN

NO.	DATE	DESCRIPTION
1	12/20/12	ISSUED FOR PERMITS
2	01/10/13	REVISIONS
3	02/01/13	REVISIONS
4	02/15/13	REVISIONS
5	03/01/13	REVISIONS
6	03/15/13	REVISIONS
7	04/01/13	REVISIONS
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95	12/01/16	REVISIONS
96	12/15/16	REVISIONS
97	01/01/17	REVISIONS
98	01/15/17	REVISIONS
99	02/01/17	REVISIONS
100	02/15/17	REVISIONS

MISC REMOVITIONS TO
FIRST EVANGELICAL LUTHERAN CHURCH
 735 NE 1ST AVE
 Grand Rapids, Minnesota



Eric Trast

From: Rob Mattei
Sent: Monday, April 08, 2013 11:38 AM
To: Eric Trast
Subject: FW: N/S Alley within Block 37, Kearney's 1st Addition

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

From: atward@grpuc.org [mailto:atward@grpuc.org]
Sent: Monday, April 08, 2013 11:27 AM
To: Rob Mattei
Cc: JWYeschick@grpuc.org
Subject: N/S Alley within Block 37, Kearney's 1st Addition

Rob:

GRPUC staff reviewed the petition for vacation of the platted N/S Alley within Block 37, Kearney's 1st Addition to Grand Rapids. GRPUC does not find any objections to granting the vacation provided a full width utility easement is maintained over the alley. GRPUC has a major electric circuit, fiber optic cable and a sewer main (south end) located in the alley.

The petitioner has approached GRPUC requesting that GRPUC underground a portion of the existing overhead electric distribution system and fiber optic system in the proposed "new" utility easement. GRPUC is willing to grant the request to the petitioner, provided the petitioner reimburse the GRPUC for all expenses associated with under-grounding the facilities. As information, the estimated cost for the under-grounding is \$28,750.00.

Please contact Jon Yeschick or me if you have any questions. Thank you for the opportunity to comment on the petition for vacation.

Anthony T. Ward
General Manager
Public Utilities Commission
P. O. Box 658
Grand Rapids, MN 55744
218-326-7188

Eric Trast

From: Tom Pagel
Sent: Tuesday, April 23, 2013 12:19 PM
To: Eric Trast
Cc: Rob Mattei; jkennedy@sehinc.com
Subject: Platted Alleyway in Kearney's 1st Addition to Grand Rapids

Eric;

The Engineering Department does not have an issue with the proposed alley vacation in Block 37, Kearney's 1st Addition to Grand Rapids. The City should retain a utility easement as identified and the property owners will be responsible for the cost of relocating any utilities within the vacated alleyway.

Tom Pagel

City Administrator
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662

Office: 218-326-7626

Mobile: 218-398-0584

Fax: 218-326-7608

tpagel@ci.grand-rapids.mn.us

www.grandrapidsmn.org



CITY OF
GRAND RAPIDS
EST. 1822

Eric Trast

From: Jeff Davies
Sent: Thursday, April 11, 2013 7:00 AM
To: Rob Mattei
Cc: Eric Trast
Subject: 1st Lutheran Church petitioned vacation of platted alley N/S alley within Block 37, Kearney's Addition to Grand Rapids

Rob,

I have no objection to the vacation request as long as all utility easements are retained. All abutting properties support the vacation and the benefit to Public Works is that it will be one less alley to maintain. In my opinion the alley serves only the Church and Manor House and the vacation will allow for their future plans.

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.grandrapidsmn.org



CITY OF
GRAND RAPIDS
IT'S BECAUSE WE DO A LITTLE BETTER



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:

First LUTHERAN CHURCH

Name of Applicant

Name of Owner (If other than applicant)

735 NE 1st AVE.

Address

Address

GRAND RAPIDS MN 55744

City State Zip

City State Zip

218-326-1843 Taylor.gre@ci.grandrapids.mn.us

Business Telephone/Other Telephone/e-mail

Business Telephone/Other Telephone/e-mail

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
lying ADJ To Lots 1-20, Blk 37
KEARNEY'S 1st Addition

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

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

4/2/13
 Date

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

Date

APR - 2 2013

Date Received _____ Certified Complete 4/2/13 **Office Use Only** Fee Paid 1505⁰⁰

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

Planning Commission Recommendation Approved _____ Denied _____ Meeting Date 5/2/13

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.

1st Lutheran Requests That the N/S Alley in Blk 37 be Vacated For the Purpose of Reconstruction of our Current Parking Lot to Make the West Side of the Church Handicap Accessible. We will grant The Maavie House an Easement For parking in the Alley and an Easement Through our Parking lot. We will Grant Public Utilities an Easement For utilities per the Drawing Submitted to the City.

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

N/S Alley lying ADJ To Lots 1-20 BK 37 KEARNEY'S 1ST ADD.

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

To the City Council of Grand Rapids, Minnesota:

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

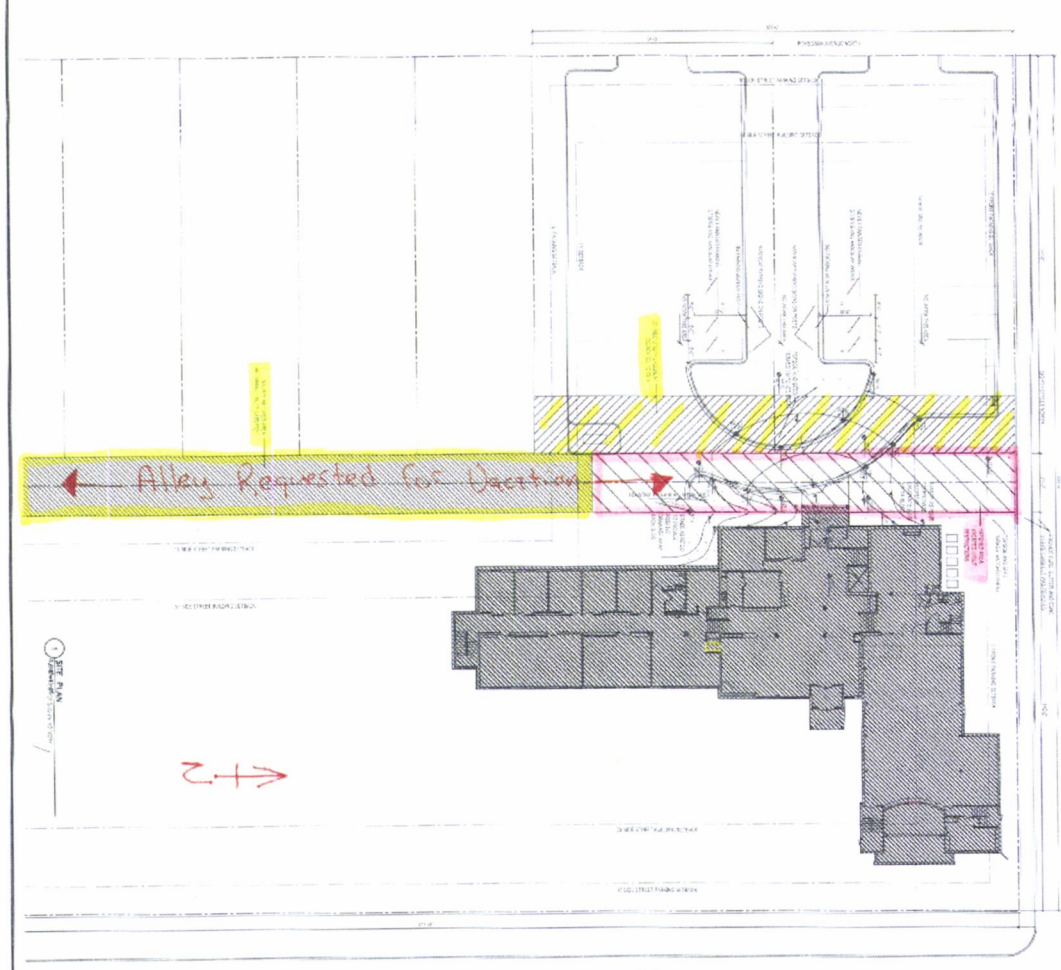
Names (If not owner, describe nature of the interest in this property)	Description of Property
<u>1st Lutheran Church</u>	
<u>Manor House (Kim Kopsi RN, LD)</u>	

Received on the _____ day of _____, 20__.

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).*

THIS DOCUMENT IS THE PROPERTY OF HAWK CONSTRUCTION INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HAWK CONSTRUCTION INC.



A0.2

SITE PLAN

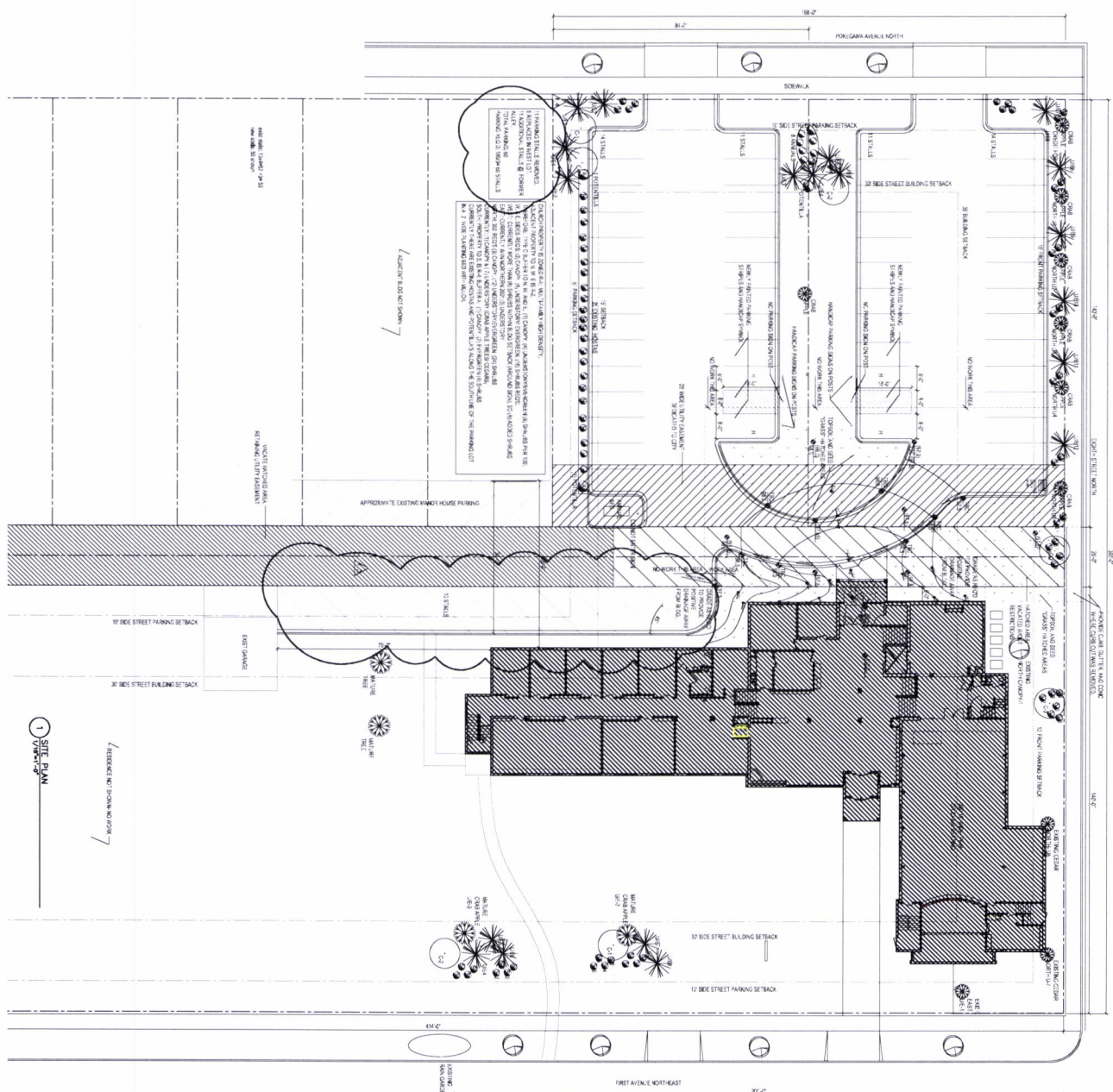
DATE	12/28/11
SCALE	AS SHOWN
PROJECT NO.	11-001
CLIENT	FIRST EVANGELICAL LUTHERAN CHURCH
LOCATION	230 E. 1ST AVE. GRAND RAPIDS, MN

DESIGNED BY: HAWK CONSTRUCTION INC.
 PREPARED BY: HAWK CONSTRUCTION INC.
 DATE: 12/28/11
 PROJECT NO.: 11-001

MEC REMOVATIONS TO
FIRST EVANGELICAL LUTHERAN CHURCH
 230 E. 1ST AVE.
 Grand Rapids, Minnesota



THIS CONSTRUCTION PLAN IS PREPARED BY THE ARCHITECT FOR THE CLIENT'S USE ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF AND HIS OR HER FIRM. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF AND HIS OR HER FIRM. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HERSELF AND HIS OR HER FIRM.



A0.2
SITE PLAN

REVISIONS	DATE	BY	REASON

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION, AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED: JANET J. DEUTSCH
 DATE: 3-26-15 REG # 42,162

PRELIMINARY: NOT FOR CONSTRUCTION, UNLESS SIGNED BY ARCHITECT

MISC RENOVATIONS TO:
FIRST EVANGELICAL LUTHERAN CHURCH
 735 NE 1ST AVE
 Grand Rapids, Minnesota

PROJECT NO.: 13-1028

1633 West Hwy. 2 | Grand Rapids, MN 55744 | 218.327.0091



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0314 **Version:** 1 **Name:** Consider the adoption of a resolution either approving or denying the vacation of a platted alley within the plat of Kearney's 1st Addition to Grand Rapids.

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

File created: 5/22/2013 **In control:** City Council

On agenda: 5/28/2013 **Final action:**

Title: Consider the adoption of a resolution either approving or denying the vacation of a platted alley within the plat of Kearney's 1st Addition to Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments: [Vacation- Resolution- 5-28-13](#)

Date	Ver.	Action By	Action	Result
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Title

Consider the adoption of a resolution either approving or denying the vacation of a platted alley within the plat of Kearney's 1st Addition to Grand Rapids.

Body

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 public use easement vacation.

Requested City Council Action

Consider the adoption of a resolution either approving or denying the vacation of a platted alley within the plat of Kearney's 1st Addition to Grand Rapids.

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

RESOLUTION NO. 13-__

A RESOLUTION VACATING A PLATTED ALLEY WITHIN THE PLAT OF KEARNEY'S 1ST ADDITION TO GRAND RAPIDS

WHEREAS, the City Planning Commission, at their regular meeting on May 2, 2013 reviewed the vacation request for public right-of-way described as:

N/S Alley LYG between Lots 1-10 & Lots 11-20, Block 37, Kearney's 1st Addition to Grand Rapids, Itasca County, Minnesota

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 May 28, 2013, 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 vacates 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 other than by the two property owners on the subject block.
- The alley right-of-way is not needed for pedestrian purposes, as there is sidewalk on portions of three sides of the subject block.
- The alley right-of-way is needed for utility purposes, thus an easement shall be retained over the southern portion of the vacated alley, and a new easement granted over the area in which utilities are to be relocated.
- Vacating the alley right-of-way will put additional land on the tax rolls.
- Vacating alley right-of-way will not facilitate economic development in the city in a quantifiable way, but will allow the petitioner to improve handicap accessibility for their facility, thus creating short-term work for local contractors.

AND BE IT FURTHER RESOLVED, that;

1. That a utility easement is retained by the city over the South 270 ft. of the vacated N/S alley, Block 37, Kearney's 1st Addition to Grand Rapids.
2. The Petitioner grants a utility easement to the city over the East 20 ft. of Lots 17-20, Block 37, Kearney's 1st Addition to Grand Rapids, and reimburses the Grand Rapids PUC for all expenses associated with relocating the existing infrastructure in that area.
3. The Petitioner prepares and records private cross-access easements/agreements with the Manor House property for the use of a portion of the vacated N/S alley and the drive lane through the parking lot on Lots 17-18, Block 37, Kearney's 1st Addition to Grand Rapids and provide recorded copies to the city.
4. 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 28th day of May, 2013.

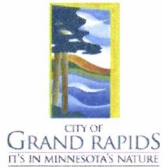
Dale Adams, Mayor

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 #: 13-0338 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 5/23/2013 **In control:** City Council
On agenda: 5/28/2013 **Final action:**

Title: Consider approving the verified claims for the period May 7, 2013 to May 20, 2013 in the total amount of \$1,868,087.68, of which \$1,419,492.82 is the refunding debt payment.

Requested City Council Action
Consider approving the verified claims for the period May 7, 2013 to May 20, 2013 in the total amount of \$1,868,087.68, of which \$1,419,492.82 is the refunding debt payment.

Sponsors:

Indexes:

Code sections:

Attachments: [05/28/2013 BILL LIST.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approving the verified claims for the period May 7, 2013 to May 20, 2013 in the total amount of \$1,868,087.68, of which \$1,419,492.82 is the refunding debt payment.

Requested City Council Action

Consider approving the verified claims for the period May 7, 2013 to May 20, 2013 in the total amount of \$1,868,087.68, of which \$1,419,492.82 is the refunding debt payment.

CITY COUNCIL BILL LIST - MAY 28, 2013

DATE: 05/23/2013
 TIME: 11:30:11
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/28/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	1,093.20
0500050	E3 CONSULTING SERVICES	7,480.00
0718015	GRAND RAPIDS CITY PAYROLL	46.20
1915248	SOFTWARE HARDWARE INTEGRATION	289.63
TOTAL CITY WIDE		8,909.03
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	666.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		666.00
ADMINISTRATION		
1506265	NORTHERN OFFICE OUTFITTER INC	74.80
1920240	STERLE LAW OFFICE	2,500.00
TOTAL ADMINISTRATION		2,574.80
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	24.83
0114200	ANDERSON GLASS	2,971.35
0315455	COLE HARDWARE INC	22.42
0701650	GARTNER REFRIGERATION CO	2,254.53
0801535	HAMMERLUND CONSTRUCTION INC	1,700.00
0920060	ITASCA COUNTY TREASURER	129.74
1401650	NARDINI FIRE EQUIPMENT CO. INC	53.15
1909510	SIM SUPPLY INC	24.80
2018680	TRU NORTH ELECTRIC LLC	294.32
TOTAL BUILDING MAINTENANCE-CITY HALL		7,475.14
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	43.71
1309495	MINUTEMAN PRESS	348.28
TOTAL COMMUNITY DEVELOPMENT		391.99
COUNCIL/COMMISSION/BOARDS		
1920240	STERLE LAW OFFICE	2,500.00
TOTAL COUNCIL/COMMISSION/BOARDS		2,500.00

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INVOICES DUE ON/BEFORE 05/28/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
ENGINEERING		
0300200	CDW GOVERNMENT INC	291.47
1309495	MINUTEMAN PRESS	164.18
1900225	SEH-RCM	3,340.00
TOTAL ENGINEERING		3,795.65
FINANCE		
0405450	DELUXE	943.24
2001750	TAUTGES REDPATH & CO LTD	36,321.56
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
TOTAL FINANCE		37,614.80
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	378.25
0401804	DAVIS OIL	388.78
0920060	ITASCA COUNTY TREASURER	54.22
1415030	NORD AUTO PARTS	80.06
1805165	RED POWER DIESEL SERVICE INC	272.17
2300600	W.P. & R.S. MARS COMPANY	623.35
TOTAL FIRE		1,796.83
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	4,523.55
0400015	D.C.R. COMMUNICATIONS INC	777.72
1321525	MUNICIPAL CODE CORPORATION LLC	9,372.51
TOTAL INFORMATION TECHNOLOGY		14,673.78
PUBLIC WORKS		
0103325	ACHESON TIRE COMPANY INC	737.44
0121721	AUTO VALUE - GRAND RAPIDS	324.34
0205090	BEACON ATHLETICS LLC	548.00
0221650	BURGGRAF'S ACE HARDWARE INC	317.72
0301685	CARQUEST AUTO PARTS	521.15
0315455	COLE HARDWARE INC	559.06
0315481	COMMERCIAL ASPHALT REPAIR LLC	7,950.00
0401804	DAVIS OIL	8.81
0601690	FASTENAL COMPANY	7.96
0801836	HAWKINSON SAND & GRAVEL	634.47
0805640	HERC-U-LIFT	549.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/28/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0920040	ITASCA COUNTY FARM SERVICE	184.13
0920060	ITASCA COUNTY TREASURER	1,105.64
1105444	KELLER FENCE COMPANY	1,830.00
1200500	L&M SUPPLY	70.16
1309030	MID-AMERICAN RESEARCH CHEMICAL	648.85
1309355	MINNESOTA TORO	259.91
1415640	NORTRAX EQUIPMENT COMPANY	171.80
1618564	PRO-BUILD NORTH LLC	191.64
1801615	RAPIDS WELDING SUPPLY INC	26.69
1908248	SHERWIN-WILLIAMS	204.12
2300600	W.P. & R.S. MARS COMPANY	300.85
2300765	W.W. WALLWORK INC	54.99
2605225	ZEE SERVICE COMPANY	73.05
TOTAL PUBLIC WORKS		17,279.78
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	50.00
0121721	AUTO VALUE - GRAND RAPIDS	116.89
0301685	CARQUEST AUTO PARTS	293.51
0312750	CLUSIAU SALES	68.80
0315455	COLE HARDWARE INC	23.69
0805640	HERC-U-LIFT	144.85
1201850	LAWSON PRODUCTS INC	482.20
1415030	NORD AUTO PARTS	21.08
1415640	NORTRAX EQUIPMENT COMPANY	1,407.63
1605740	PETROCHOICE-ANDERSON LUBRICANT	465.32
1801615	RAPIDS WELDING SUPPLY INC	62.79
TOTAL FLEET MAINTENANCE		3,136.76
POLICE		
0301685	CARQUEST AUTO PARTS	28.94
0312750	CLUSIAU SALES	107.17
0315508	COMPUTER ENTERPRISES	432.73
0400015	D.C.R. COMMUNICATIONS INC	257.77
0513233	EMERGENCY AUTOMOTIVE TECH INC	846.56
0712225	GLEN'S ARMY NAVY STORE	44.82
0920060	ITASCA COUNTY TREASURER	4,991.30
1301025	MAKI BODY & GLASS	1,142.37
1309495	MINUTEMAN PRESS	82.83
1605665	PERSONNEL DYNAMICS LLC	585.00
1801609	RAPIDS TOWING	600.00
1920233	STREICHER'S INC	125.54

CITY COUNCIL BILL LIST - MAY 28, 2013

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/28/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
1920555	STOKES PRINTING COMPANY	82.65
2000400	T J TOWING	435.43
2001657	TASER INTERNATIONAL INC	454.17
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
2301906	WAYNE'S AUTOMOTIVE	327.72
TOTAL POLICE		10,895.00
RECREATION		
1920555	STOKES PRINTING COMPANY	21.33
TOTAL RECREATION		21.33
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	94.01
0221650	BURGGRAF'S ACE HARDWARE INC	18.52
0405223	DEER RIVER HIRED HANDS INC	25.00
1015355	JOHNSON'S LOCK & SAFE INC	134.05
1503150	OCCUPATIONAL DEVELOPMENT CTR	69.47
1801555	RAPID PEST CONTROL INC	61.45
1909510	SIM SUPPLY INC	63.46
2018680	TRU NORTH ELECTRIC LLC	129.66
TOTAL		595.62
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE INC	12.80
0801450	HALI-BRITE INC	1,051.93
TOTAL		1,064.73
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	83.36
0221650	BURGGRAF'S ACE HARDWARE INC	4.25
0315455	COLE HARDWARE INC	5.02
0405223	DEER RIVER HIRED HANDS INC	15.00
0415550	DOOR SERVICE INC	242.50
0501656	THE EARTHGRAINS COMPANY INC	43.77
0701650	GARTNER REFRIGERATION CO	1,710.00

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 05/28/2013

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
0809475	HILLYARD / HUTCHINSON	1,435.33
0920060	ITASCA COUNTY TREASURER	68.37
1301168	MARKETPLACE FOODS	17.24
1605611	PEPSI-COLA	1,010.90
1901535	SANDSTROM COMPANY INC	1,855.21
1909510	SIM SUPPLY INC	247.19
TOTAL GENERAL ADMINISTRATION		6,738.14
RECREATION PROGRAMS		
0809345	NICHOLAS HIIPAKKA	13.17
1903330	SCHOOL DISTRICT #318	840.00
TOTAL		853.17
STATE HAZ-MAT RESPONSE TEAM		
ST HAZ MAT COST RECOVERY		
2300600	W.P. & R.S. MARS COMPANY	976.00
TOTAL ST HAZ MAT COST RECOVERY		976.00
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	57.41
0221650	BURGGRAF'S ACE HARDWARE INC	156.07
0315455	COLE HARDWARE INC	267.23
2315745	NICHOLAS D. WOURMS	175.00
2605225	ZEE SERVICE COMPANY	34.31
TOTAL		690.02
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	12.31
0701650	GARTNER REFRIGERATION CO	286.50
0920060	ITASCA COUNTY TREASURER	118.57
1909510	SIM SUPPLY INC	77.98
TOTAL		495.36

CITY COUNCIL BILL LIST - MAY 28, 2013

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 05/28/2013

VENDOR #	NAME	AMOUNT DUE
SP ASSESS IMP BOND-2004		
2100265	U.S. BANK	1,419,492.82
	TOTAL	1,419,492.82
GENERAL CAPITAL IMPRV PROJECTS		
2012-6 ICC SIGNAL		
1900225	SEH-RCM	3,115.00
	TOTAL 2012-6 ICC SIGNAL	3,115.00
MUNICIPAL STATE AID STRT-CONST		
NO PROJECT		
T000882	TRAVIS LILLIS	9,240.00
	TOTAL NO PROJECT	9,240.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
2300600	W.P. & R.S. MARS COMPANY	183.00
	TOTAL CAPITAL OUTLAY-FIRE DEPT	183.00
2012 INFRASTRUCTURE BONDS		
2004-3 4TH ST SE & POK TO 6TH		
1900225	SEH-RCM	715.00
	TOTAL 2004-3 4TH ST SE & POK TO 6TH	715.00
2013 INFRASTRUCTURE BONDS		
2013-01 7TH AVE NW		
1900225	SEH-RCM	2,183.11
	TOTAL 2013-01 7TH AVE NW	2,183.11
2012-03 4TH AVE NE		
1900225	SEH-RCM	2,912.89
	TOTAL 2012-03 4TH AVE NE	2,912.89

CITY COUNCIL BILL LIST - MAY 28, 2013

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/28/2013

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0215895	THOMAS OR DIANE BOYD	136.79
0920060	ITASCA COUNTY TREASURER	496.74
1900225	SEH-RCM	210.00
TOTAL		843.53
TOTAL UN-PAID TO BE APPROVED		1,561,829.28
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0112479	ALLINA HOSPITALS & CLINICS	54.23
0114210	D. ANDERSON - CHANGE FUND	1,620.00
0215800	CITY OF BOVEY	396.24
0300225	CEF SAFETY SERVICES	3,445.00
0301435	DAVID P. CALLIGURI	18.00
0305530	CENTURYLINK INC	268.08
0312715	CUSTOMIZED FIRE RESCUE	600.00
0315451	CITY OF COLERAINE	288.00
0315454	TRAVIS COLE	12.00
0405200	CITY OF DEER RIVER	189.00
0405305	LYNN DEGRIO	40.00
0405447	DELTA DENTAL OF MINNESOTA	2,487.85
0409501	DIMICH LAW OFFICE	5,250.00
0519700	ESSENTIA HEALTH	25.80
0612224	FLEET SERVICES	4,179.22
0709134	JAMES GIBEAU	12.00
0717996	GRAND ITASCA CLINIC	268.78
0717997	GRAND ITASCA HOSPITAL	781.30
0718015	GRAND RAPIDS CITY PAYROLL	189,285.64
0718070	GRAND RAPIDS STATE BANK	289.15
0718550	AURIMY GROOM	90.40
0809445	CITY OF HILL CITY	95.74
0900060	ICTV	8,883.10
0920036	ITASCA COUNTY ATTORNEY OFFICE	6,507.00
0920055	ITASCA COUNTY RECORDER	46.00
0920059	ITASCA COUNTY SHERIFFS DEPT	1,159.03
0920060	ITASCA COUNTY TREASURER	46,919.34
1201402	LAKE COUNTRY POWER	45.57
1205090	LEAGUE OF MINNESOTA CITIES	20.00
1309098	MINNESOTA DEPT OF ADMN	590.00
1309118	MINNESOTA CHAPTER I.A.A.I.	140.00
1309167	MN BUREAU OF CRIMINAL	45.00
1309199	MINNESOTA ENERGY RESOURCES	294.84
1309335	MINNESOTA SALES & USE TAX	8,128.50
1309374	UMD CED	60.00
1315654	NATHAN MORLAN	133.91
1405850	NEXTERA COMMUNICATIONS LLC	484.65

CITY COUNCIL BILL LIST - MAY 28, 2013

DATE: 05/23/2013
 TIME: 11:30:11
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/28/2013

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1415542	NORTHLAND EAR, NOSE & THROAT	229.22
1601800	PAVILION SURGERY CENTER	684.02
1609561	PIONEER TELEPHONE	8.62
1621130	P.U.C.	17,972.18
1621225	JEREMIAH PUELSTON	242.61
2000100	TASC	30.60
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	20.31
2205637	VERIZON WIRELESS	1,207.74
2209665	VISA	2,696.32
2309546	WINONA HEALTH SERVICES	13.41
TOTAL PRIOR APPROVAL		306,258.40
TOTAL ALL DEPARTMENTS		1,868,087.68