



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, June 11, 2012

5:00 PM

City Hall Council Chambers

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**5:00 p.m. CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, June 11, 2012 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### MEETING PROTOCOL POLICY

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

### PUBLIC FORUM

### COUNCIL REPORTS

**5:05 p.m. APPROVAL OF MINUTES**

**12-0368** Approve Council minutes for Tuesday, May 29, 2012 Worksession and Regular meetings.

**Attachments:** [May 29, 2012 Worksession](#)  
[May 29, 2012 Regular Meeting](#)

**5:06 p.m. 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. **12-0343** Resignation of Pam Omersa from Housing and Redevelopment Authority.

**Attachments:** [Pam Omersa - HRA Resignation](#)

2. **12-0349** Request by the Police Department to apply for a 2013 & 2014 Safe & Sober grant from the Minnesota Department of Public Safety – Office of Traffic Safety.

3. **12-0350** Consider approving a resolution adopting the 2012-2016 Amended Capital Improvement Plan.

- Attachments:** [Resolution 2012-2016 Capital Improvement Plan.pdf](#)
4. **12-0358** A cooperative construction agreement related to CP 2012-6, ICC/Glenwood Drive Signal.  
**Attachments:** [6-11-12 Attachment CP 2012-6 Cooperative Agreement.pdf](#)  
[6-11-12 Attachment CP 2012-6 Ex A.pdf](#)  
[6-11-12 Attachment CP 2012-6 Ex I.pdf](#)
5. **12-0361** Revoke and designate certain streets as part of the City's Municipal State Aid Street (MSAS) system.  
**Attachments:** [6-11-12 Resolution designating MSAS.pdf](#)
6. **12-0364** Approve GIS agreement between the City of Grand Rapids and Nashwauk.  
**Attachments:** [6-11-12 Attachment Nashwauk GIS Services.pdf](#)
7. **12-0366** A Supplemental Letter Agreement (SLA) with SEH related to CP 2012-6, ICC/Glenwood Signal.  
**Attachments:** [6-11-12 Attachment CP 2012-6 SLA-SEH.pdf](#)
8. **12-0367** Approve Plans and Specification and Order Advertisement for Bids on CP 2011-6, Horseshoe Lake Road Improvements.  
**Attachments:** [6-11-12 RESOL CP 2011-6 Ordering Advertisement.pdf](#)
9. **12-0370** Approve Temporary Liquor License for Tall Timber Days on July 6, 2012 for First Friday event held at the Old Central School.
10. **12-0371** Approve the rehiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning June 12, 2012
11. **12-0372** Entering into rental agreements with area businesses for advertising at the IRA Civic Center.  
**Attachments:** [06-11-12 advertising contracts to be signed](#)
12. **12-0373** Approve the amended invoice from the League of MN Cities Insurance Trust for the 2012 General Liability Insurance premium.  
**Attachments:** [Revised General Liability Insurance](#)
13. **12-0374** Adopt a resolution appointing judges for the Primary and General elections to be held on Tuesday, August 14, 2012 and Tuesday, November 6, 2012, respectively and authorize staff to advertise and fill four positions for Election Judge Trainees.  
**Attachments:** [Election Judge Resolution](#)
14. **12-0375** Consider adopting a resolution calling for a Public Hearing on July 9, 2012, on the Issuance of a Tax-exempt Manufacturing Facilities Revenue Note and Authorizing the

Publication of a Notice of the Hearing for the Minnesota Diversified Industries Project.

**Attachments:** [Resolution-MDI Host City-Calling Public Hearing.pdf](#)

15. [12-0378](#) Appointment of Michael Liebel to the position of 2nd Assistant Fire Chief for the Grand Rapids Fire Department.

16. [12-0377](#) Enter into agreement with Great Northern Services Inc.

**Attachments:** [GNS Proposal 2012-158-01 - City of Grand Rapids Support Agreement.pdf](#)

17. [12-0360](#) Appointment of Police Officer to the position of Police Sergeant.

18. [12-0363](#) Consider approving 2012 budgeted operating transfers.

**Attachments:** Operating transfers-Res.doc

#### 5:10 SETTING OF REGULAR AGENDA

p.m.

*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.*

#### ACKNOWLEDGE BOARDS & COMMISSIONS

19. [12-0369](#) Acknowledge minutes for Boards & Commissions.

**Attachments:** [April 25, 2012 Human Rights](#)

#### 5:12 DEPARTMENT HEAD REPORT

p.m.

20. [12-0355](#) IT Department Head Report

#### 5:22 CIVIC CENTER, PARKS & RECREATION

p.m.

21. [12-0380](#) Award low quote for wall removal and replacement at IRA Civic Center to Hawk Construction Inc. in the amount of \$14,600.00.

**Attachments:** [Hawk Construction Inc. Quote](#)  
[Hammerlund Construction Quote](#)

#### 5:27 ENGINEERING

p.m.

22. [12-0365](#) An Ordinance Restricting Access, Use, and Operation of Watercraft Upon the Mississippi River During Construction of an Adjacent Building that Poses Danger to the Public.

**Attachments:** [6-11-12 Attachment River Closing Ordinance.pdf](#)

**5:35 PUBLIC WORKS DEPARTMENT**  
p.m.

23. **12-0359** Consider awarding a five (5) year contract for Refuse and Recycling Collection Services commencing August 1st, 2012.  
**Attachments:** [2012 5-23 Attachment 1 Bid Tabulation w Yearly Cost](#)  
[2012 5-23 Attachment 2 Bid Comparison](#)

**5:40 VERIFIED CLAIMS**  
p.m.

24. **12-0376** Consider approving the verified claims for the period May 22, 2012 to June 4, 2012 in the total amount of \$490,789.11.  
**Attachments:** [061112 BILL LIST.pdf](#)

**6:00 PUBLIC HEARINGS**  
p.m.

**Recess regular meeting for 1st Public Hearing.**

25. **12-0351** Conduct a Public Hearing to consider the adoption of an Ordinance amending multiple sections of Chapter 30 Land Development Regulations of the Municipal Code, establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district.  
**Attachments:** [Business Park Development Presentation](#)  
[Sec.30-511. Purpose of districts- Exhibit A](#)  
[Sec.30-421. Definitions- Exhibit B](#)  
[Sec. 30-512 BP Additions- Tables- Exhibit C](#)  
[Sec.30-592. Supplementary regulations- Exhibit D](#)  
[Sec.30-564. Uses with restrictions- Exhibit E](#)  
[Sec.30-679. District regulations for on premises signs- Exhibit F](#)  
[DIVISION 13 Shoreland- Exhibit G](#)

**Reconvene regular meeting.**

26. **12-0352** Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending multiple sections of Chapter 30 Land Development Regulations of the Municipal Code establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district.  
**Attachments:** [Ordinance- BP Text Amendment 6-11-12](#)

**Recess regular meeting for 2nd Public Hearing.**

27. **12-0353** Conduct a public hearing to consider proposed amendments to the City's Official Zoning Map, over the area platted as Industrial Park Addition to Grand Rapids, as guided by the 2011 Comprehensive Plan.

**Attachments:** [Comp. Plan Information](#)

**Reconvene regular meeting.**

28. **12-0354** Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map over the area platted as Industrial Park Addition to Grand Rapids from I-1/SI-1 (Industrial Park/Shoreland Industrial Park to a combination of the newly established BP/SBP (Business Park/Shoreland Business Park) zoning district and SR-3 (Shoreland Multi-family Residential- medium density).

**Attachments:** [Ordinance Adopting Zoning Map Amendments w-exhibit 6-11-12](#)

**7:00 ADJOURNMENT**  
**p.m.**

*NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 25, 2012 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:

*Shawn Gillen, City Administrator*





# CITY OF GRAND RAPIDS

CITY COUNCIL  
CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Minutes - Final - Draft City Council Work Session

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Tuesday, May 29, 2012

4:00 PM

Conference Room 2A

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**CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Tuesday, May 29, 2012 at 4:06 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

**Present** 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Councilor Gary McInerney

### Discussion Items

1. Legislative update with Senator Tom Saxhaug.  
  
*Senator Tom Saxhaug provides Council with most recent Minnesota legislation information.*
2. Discuss the Central School 2012 Strategic Planning Report.  
  
*Central School Commission Members Denny Brown, and Robert Drake, with Consultant Mike Andrews and city staff, Shirley Miller, Finance Director provide review of strategic plan and recommendations for moving forward.*
3. Discuss the 2012 - 2016 Capital Improvement Plan.  
  
*Finance Director Miller reviews CIP for 2012 - 2013 for Council. Bus tour will be scheduled for June 2012 for city projects. Will be brought to next agenda.*
4. Discuss Health Promotion & Prevention Partnership  
  
*Mayor Adams presents health partnership opportunity. Discuss at next worksession.*

### Postponed

### Adjourn:

*There being no further business, the meeting adjourned at 5:16 p.m.*

*Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

CITY COUNCIL  
CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Minutes - Final - Draft City Council

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Tuesday, May 29, 2012

5:00 PM

City Hall Council Chambers

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**AMENDED MAY 25, 2012**

**5:00 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Tuesday, May 29, 2012 at 5:20 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

### CALL OF ROLL

**Present 5 -**

Councilor Gary McInerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

### PRESENTATIONS/PROCLAMATIONS

2011 Employee of the Year Award

2011 Department Head of the Year Award

2011 Matt Romanik Innovation Award

*City Administrator Shawn Gillen presents the following:*

*Matt Romanik Innovation Award: Library Alternative Heating Club: Marcia Anderson, Ron Edminster, Tom Pagel*

*Department Head of the Year: Jeff Davies*

*Employee of the Year: Jackie Heinrich*

### MEETING PROTOCOL POLICY

**5:05 p.m. PUBLIC FORUM**

### COUNCIL REPORTS

*Councilor Christy thanks City Staff, specifically, Tom Pagel & Steve Anderson, Denny Doyle, Jim Denny & Jeff Davies for volunteering for an event hosted by Independent School District 318.*

**5:10 p.m. APPROVAL OF MINUTES**



Approve Council minutes for Monday, May 14, 2012 Worksession and Regular meetings and Monday, May 21, 2012 Special meeting.

**A motion was made by Councilor Gary McInerney, seconded by Councilor Ed Zabinski, to approve the minutes as presented. The motion PASSED by unanimous vote.**

**5:11 CONSENT AGENDA**  
**p.m.**

1.

Authorize the Grand Rapids Police Department to accept a donation of supplies from the Target Corporation with a value of approximately \$75.

**Adopted Resolution 12-51 by consent roll call**

2.

Request by the Police Department to adopt a resolution accepting two 800 HMZ radios from the Northeast Law Enforcement Administrators Council

**Adopted Resolution 12-51 by consent roll call**

3.

Approve issuance of On-sale 3.2 Beer License for TKM&M dba Sammy's Pizza, license to expire December 31, 2012.

**Approved by consent roll call**

4.

Consider the disposal/donation of obsolete equipment from the IT Department.

**Approved by consent roll call**

5.

Authorize the IT Department to purchase 10 MS Office 2010 licenses.

**Approved by consent roll call**

6.

Work Order 4 & 5, related to CP 2010-3, 19th Avenue NW Rail Crossing Improvements.

**Approved by consent roll call**

7.

Consider approving an Agreement between the City of Grand Rapids and Arbo Township for Human Resources Services.

**Approved by consent roll call**

8.

Work Order 4, 5, 6, & 7, related to CP 2011-4, Horseshoe/Isleview Improvements.

**Approved by consent roll call**

9. Request quotes for exterior work at the IRA Civic Center.

**Approved by consent roll call**

10. Consider approving Jace Martinetto as a Public Works 2012 part-time, spring/summer maintenance worker.

**Approved by consent roll call**

11. Appointment of a neutral third-party hearing officer for administrative citations, potentially dangerous and dangerous dogs.

**Approved by consent roll call**

12. Civic Center lease agreement with ISD #318

**Approved by consent roll call**

13. Consider accepting low quote of \$36,000 from Davis Contracting, Inc. for the foundation repair at Central School.

**Approved by consent roll call**

14. Consider accepting the Central School 2012 Strategic Planning Report, adopt the Vision, Mission and Guiding Principles outlined in the Report, and authorize staff to prepare a Request for Proposal for a developer experienced in adaptive re-use to assist in the development of Central School.

**Approved by consent roll call**

- 14a. Summary of conclusions of evaluation of performance of City employee pursuant to Minn. Stat. sec. 13D.05, subd. 3(a) specifically Michael Rice.

*On May 14, 2012 and May 21, 2012, the City Council held closed meetings to evaluate the performance of Michael Rice, Building Official. In accordance with the governing law, at this open City Council meeting, the City is required to summarize the conclusions of the evaluation of the performance of Mr. Rice reached by the City Council at the May 14, 2012 and May 21, 2012 closed meetings. Mr. Rice did not request that such meetings be open to the public. As a result, the evaluation of Mr. Rice's performance took place in closed meetings as permitted by the Minnesota Open Meeting Law.*

*\* Mr. Rice is presently not able to perform his duties and responsibilities as a Building Official.*

*\* Mr. Rice will remain on a leave until the City determines further action to take.*

**Approved by consent roll call**

- 14b. Summary of conclusions of evaluation of performance of City employee pursuant to Minn. Stat. sec. 13D.05, subd. 3(a) specifically Shawn Gillen.

*On May 14, 2012, the City Council held a closed meeting to evaluate the*

*performance of Shawn Gillen, City Administrator. In accordance with the governing law, at this open City Council meeting, the City is required to summarize the conclusions of the evaluation of the performance of Mr. Gillen reached by the City Council at the May 14, 2012 closed meeting. Mr. Gillen did not request that such a meeting be open to the public. As a result, the evaluation of Mr. Gillen's performance took place in a closed meeting as permitted by the Minnesota Open Meeting Law.*

*\* Mr. Gillen has performed positively and has been a great asset to the City of Grand Rapids.*

*\* As a result of this evaluation, the City should consider entering into an employment agreement with Mr. Gillen that would take effect after the current agreement expires on December 31, 2012.*

**Approved by consent roll call**

- 14c. Consider hiring Jack Moore as a paid intern at \$10.00 per hour for Benchmarking Assistance to the City Administrator.

**Approved by consent roll call**

- 14d. Appointment of John Ophoven to the position of part-time Parking Enforcement Officer.

**Approved by consent roll call**

- 14e. Appointment of Bryan Zuehlke to the position of 1st Assistant Fire Chief.

**Approved by consent roll call**

- 14f. Purchase of permanent easements related to CP 2011-6, Horseshoe Lake Road Improvements.

**Approved by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Christy, seconded by Councilor Zabinski, to approve the consent agenda as amended to include additions and the adoption of noted City Resolutions. The motion carried by the following vote**

**Aye 5 -**

Councilor Gary McInerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:15 SETTING OF REGULAR AGENDA**  
p.m.

**A motion was made by Councilor Joe Chandler, seconded by Councilor Gary McInerney, to approve the regular agenda as amended. The motion PASSED by unanimous vote.**

**5:16 ACKNOWLEDGE BOARDS & COMMISSIONS**  
p.m.

15. Acknowledge minutes for Boards and Commissions.

*Council acknowledged the minutes for the following:  
April 11, 2012 Library Board  
April 14, 2012 Central School Commission  
April 17, 2012 and April 25, 2012 Golf Board  
February 15, 2012, March 21, 2012, and April 18, 2012 HRA  
April 11, 2012 PUC*

**5:17 DEPARTMENT HEAD REPORT**  
p.m.

16. Department Head Report: Grand Rapids Area Library

**Received and Filed**

**5:27 AIRPORT**  
p.m.

17. First Right of Refusal on land lease with Kenneth Haubrich

**A motion was made by Councilor Dale Christy, seconded by Councilor Gary McInerney, to approve the agenda item as presented. The motion PASSED by unanimous vote.**

18. Airport Master Agreement for Land Leases

**Postponed**

**5:37 ENGINEERING**  
p.m.

**5:40 INFORMATION TECHNOLOGY**  
p.m.

20. Consider extending the lease on photo copiers for City Hall.

*Concerns discussed regarding extending the current contract, eliminating opportunity for local business to bid on a new request for proposals.*

**A motion was made by Councilor McInerney, seconded by Councilor Zabinski to move forward with extending the lease on the photo copiers for City Hall as presented. The motion carried by the following vote.**

**Aye** 3 -

Councilor Dale Christy, Councilor Ed Zabinski, and Mayor Dale Adams

**Nay** 2 -

Councilor Gary McInerney, and Councilor Joe Chandler

**5:45 ADMINISTRATION DEPARTMENT**  
p.m.

23. Approve West Range Racing Association request for extension of racing beyond 10:00 p.m. quiet time for specified dates.
- A motion was made by Councilor Ed Zabinski, seconded by Councilor Dale Christy to approve the request by West Range Racing Association as it pertains to the extension of quite hours on specified evenings during the 2012 racing season. The motion PASSED by unanimous vote.**

**6:00 VERIFIED CLAIMS**  
**p.m.**

27. Consider approving the verified claims for the period May 8, 2012 to May 21, 2012 in the total amount of \$2,600,427.17.

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

**Aye 5 -**

Councilor Gary McNerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**6:05 ADJOURNMENT**  
**p.m.**

*There being no further business, the meeting adjourned at 6:12 p.m.*

*Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0343      **Version:** 1      **Name:** Board & Commission Vacancies  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 5/25/2012      **In control:** Administration  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Resignation of Pam Omersa from Housing and Redevelopment Authority.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Pam Omersa - HRA Resignation](#)

Date	Ver.	Action By	Action	Result
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### **Title**

Resignation of Pam Omersa from Housing and Redevelopment Authority.

### *Body*

### **Background Information:**

Pam Omersa has served on the Housing and Redevelopment Authority since 2003. She recently submitted her resignation from the board.

### **Requested City Council Action**

Accept the resignation of Pam Omersa from the Housing & Redevelopment Authority and authorize staff to advertise to fill vacancies on City Boards and Commissions.

May 23, 2012

Mayor Dale Adams and City Councilors

Shawn Gillen, Administrator

Re: Grand Rapids HRA

From: Pam Omersa

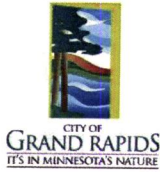
I am submitting my resignation as a Grand Rapids HRA commissioner effective immediately. I will be selling my property, and will not be considered a resident of Grand Rapids, a requirement to participate on the board.

I have had the privilege of being on the board for the past nine years, and thank you for appointing me to it. Maintaining appropriate, quality, affordable housing in our community has long been a concern of mine, and I appreciate the opportunity to have served. I am pleased that we were able to purchase and subsequently improve the Crystal Lake Townhomes. We could not afford to lose this important source of affordable housing.

Sincerely,

A handwritten signature in cursive script that reads "Pam Omersa". The signature is written in black ink and is positioned below the word "Sincerely,".

Pam Omersa



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0349      **Version:** 1      **Name:** Request by the Police Department to apply for a 2013 & 2014 Safe & Sober grant from the Minnesota Department of Public Safety – Office of Traffic Safety.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/1/2012      **In control:** Police  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Request by the Police Department to apply for a 2013 & 2014 Safe & Sober grant from the Minnesota Department of Public Safety – Office of Traffic Safety.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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*Title*

Request by the Police Department to apply for a 2013 & 2014 Safe & Sober grant from the Minnesota Department of Public Safety - Office of Traffic Safety.

*Body*

**Background Information:**

The Police Department has received numerous Safe & Sober grants in the past and has for several years been the lead agency for multi-agency Safe & Sober grants involving the Itasca County Sheriffs Department, Deer River, Coleraine, Bovey, and Hill City Police Departments. The lead agency does the combined reporting and the city acts as the fiscal agent for disbursement of the reimbursed funding. Agencies are reimbursed for overtime wages, including fringe benefits. The grant period will be from October 1, 2012 through September 30, 2014. The Safe & Sober program has an emphasis on impaired driving and occupant protection enforcement.

The application for the grant is due on June 11, 2012. This will be the first year they are doing a multi year grant. The amount in this grant is unknown at this time, but the grant for the 2011 Safe & Sober was \$37,500 the amount will be dependent on the number of agencies statewide that apply.

The Safe & Sober Grant Program has allowed us to put extra people on the road for added traffic enforcement. Officers who work these hours are not responsible for routine calls for service.

**Requested City Council Action**

Consider a request by the Police Department to apply for a Safe & Sober grant from the Minnesota Department of Public Safety-Office of Traffic Safety.







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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0350      **Version:** 1      **Name:** 2012-2016 Amended Capital Improvement Plan  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/4/2012      **In control:** Finance  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Consider approving a resolution adopting the 2012-2016 Amended Capital Improvement Plan.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Resolution 2012-2016 Capital Improvement Plan.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider approving a resolution adopting the 2012-2016 Amended Capital Improvement Plan.

*Body*

**Background Information:**

During the 2012 budget process, all departments were required to prepare capital request worksheet for proposed capital purchases for 2012-2016. All of the requests have been compiled and included in a Capital Improvement Plan (CIP) by year. The CIP recap pages are attached for your review. After it is approved, it will be printed and you will receive a copy.

The capital purchases approved for 2012 by the City Council are:

- \*\$12,000 Engineering - extended license agreement
- \*\$58,000 Police - 2 vehicles
- \*\$15,000 Civic Center - upper lobby doors
- \*\$ 8,000 Fire - HVAC rooftop unit replacement

The infrastructure projects ordered for 2012 are:

- \*2004-3 4th Streets SW/SE (2nd Ave West - 7th Avenue East)
- \*2011-4 Horseshoe Lake-Isleview Partial Reconditioning
- \*2011-6 Horseshoe Lake Road - Golf Course Road to 21st Street SW

All other requests in the CIP are proposed and will be discussed in the next budget process. A hard copy of the Report is on file in the Finance Department.

**Requested City Council Action**

Consider approving a resolution adopting the 2012-2016 Amended Capital Improvement Plan.

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

RESOLUTION NO. 12-  
ADOPTING AN AMENDED CAPITAL IMPROVEMENT PLAN

WHEREAS, pursuant to Minnesota Statutes, Section 475.521 (the "Act"), cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements; and

WHEREAS, the City of Grand Rapids (the "City"), has heretofore adopted a capital improvement plan (the "Plan") pursuant to the Act and now wishes to amend the Plan in order to provide for capital improvements;

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota:

1. The 2012-1016 Amended Plan is hereby in all respects approved.
2. The staff of the City is hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Amended Plan in accordance with any applicable laws and regulations, provided that before any bonds are issued to finance capital improvements described in the Amended Plan, staff will schedule a subsequent public hearing before the Council regarding such bonds in accordance with the Act.

Adopted this 11<sup>th</sup> day of June, 2012.

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Dale Adams, Mayor

Attest:

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Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	12-0358	<b>Version:</b>	1	<b>Name:</b>	CP 2012-6 Cooperative Construction Agreement
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	6/5/2012	<b>In control:</b>		<b>In control:</b>	Engineering
<b>On agenda:</b>	6/11/2012	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A cooperative construction agreement related to CP 2012-6, ICC/Glenwood Drive Signal.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">6-11-12 Attachment CP 2012-6 Cooperative Agreement.pdf</a> <a href="#">6-11-12 Attachment CP 2012-6 Ex A.pdf</a> <a href="#">6-11-12 Attachment CP 2012-6 Ex I.pdf</a>				

Date	Ver.	Action By	Action	Result
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**Title**

A cooperative construction agreement related to CP 2012-6, ICC/Glenwood Drive Signal.

**Body**

**Background Information:**

The Cities of Grand Rapids, LaPrairie, Itasca County, Itasca Community College, and the University of Minnesota, have been working on intersection improvements adjacent to the college campus and Glenwood Drive. A conception plan is attached as Exhibit A.

Two of the three funding sources have been secured for the project. The City of Grand Rapids will be submitting an IRRRB Public Works grant application later this summer for the remaining project funds needed. It is anticipated that there will be no local funds from the five public entities required.

The attached cooperative construction agreement establishes the City of Grand Rapids as the lead agency for the development, design, and construction of the intersection improvements. It is critical to move forward at this time because the project must be under contract prior to May of next year in order to receive funding from the Local Road Improvement Program grant. An Intersection Control Evaluation justifying the improvements must be completed, reviewed, and approved by MNDOT. Use agreements with the U of M must be negotiated, developed, and approved. Design documents must be prepared, and coordination with utility companies must be completed. This is a huge work load to complete prior to May of next year.

**Staff Recommendation:**

City staff is recommending the approval of the cooperative construction agreement related to CP 2012-6, ICC/Glenwood Drive Signal, between the City of Grand Rapids, LaPrairie, and Itasca County.

**Requested City Council Action**

Consider approval of the attached cooperative construction agreement related to CP 2012-6, ICC/Glenwood Drive Signal, between the City of Grand Rapids, LaPrairie, and Itasca County.

**ITASCA COUNTY  
And  
CITY OF GRAND RAPIDS  
And  
CITY OF LAPRAIRIE  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Aid Highway Number:</b>	<u>C.S.A.H. 85</u>
<b>State Aid Project (SAP):</b>	<u>031-685-001</u>
<b>Grand Rapids Proj. Number:</b>	<u>2012-6</u>
<b>LaPrairie Proj. Number:</b>	<u>N/A</u>
<b>Itasca County Proj. Number:</b>	<u>031-685-001</u>

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

**Recitals**

1. The GR will perform grading, full depth reconstruction, bituminous reclaim & overlay, lighting and signal construction and other associated construction (Improvements) upon, along and adjacent to Trunk Highway No. 169 from the west entrance to Itasca Community College to LaPrairie Avenue, and upon, along and adjacent to the east entrance into the University of Minnesota east entrance off of Township Road B and as generally located on Exhibit "A", according to GR prepared plans, specifications and special provisions; and
2. GR, LP, and County will participate in the costs of the Improvements and associated design and construction engineering covered under this Agreement; and
3. GR & LP will participate in the operation and maintenance of the new Signal System.
4. Minnesota Statutes § 162.17, authorizes the County, GR, and LP, 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**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective date.** This Agreement will be effective on the date the GR 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 GR CP 2012-6, when completed, will be on file in the office of the GR City Engineer, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Preliminary Schedule "I" (Cost participation and funding breakdown) and Exhibit "A" (Project location map) is on file in the office of the GR City Engineer and incorporated into this Agreement by reference.

## 2. Construction by the GR

- 2.1. **Contract Award.** The GR 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 GR.** The GR will, within 7 days of opening bids for the construction contract, submit to the County Engineer, a copy of the low bid and an abstract of all bids. If the County's portion of the construction and engineering costs exceeds \$250,000, the GR will not award the construction contract without written approval of the County Engineer.
- 2.3. **Direction, Supervision and Inspection of Construction.**
  - A. **Supervision and Inspection by the GR.** The GR 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 the County or LP.** The County or LP participation construction covered under this Agreement will be open to inspection by the County or LP. If the County or LP believes the County or LP participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County or LP will inform the GR City Engineer's authorized representative in writing of those defects. The GR will have the exclusive right to determine whether the GR's contractor has satisfactorily performed the County or LP participation construction covered under this Agreement.
- 2.4. **Performance of Construction Engineering.** The GR 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. The GR will provide all labor, equipment, and materials necessary to perform the construction inspection and material inspection for the contract.
  - B. 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 GR's engineer assigned to the construction.
  - C. At regular intervals after GR's contractor has started the construction, GR 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 GR's engineer assigned to the construction will submit the partial estimate to the County. GR will also prepare the final construction cost data for the construction and submit the final construction cost data to the County. GR will be responsible for making payments to the contractor based on the partial estimates and final cost certified by GR's engineer.
  - D. The GR will make changes in the Project Plans and contract construction, which may include the County participation covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the GR's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The GR City Engineer's authorized representative will inform the County Highway Engineer of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the County participation covered under this Agreement and get concurrence from the County Highway Engineer, prior to approval of the addenda, change orders and supplemental agreements.
  - E. The County or LP 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 GR. If the GR determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the GR will cause the additional work or plan changes to be made.
- 2.5. **Satisfactory Completion of Contract.** The GR 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 GR will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.

A. The GR will obtain all necessary permits to complete the Improvements.

**2.7. Construction Documents Furnished by the GR.** The GR will keep records and accounts that enable it to provide to the County, when requested, with the following:

A. Copies of the GR contractor's invoice(s) covering all contract construction.

B. Copies of the endorsed and canceled GR warrant(s) or checks(s) paying for final contract construction, or computer documentation of the warrants(s) issued, certified by an appropriate GR 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 GR'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 GR's current "Standard Specifications for Construction".

iii. Full payment by the GR to its contractor for all contract construction.

E. Copies, certified by the GR'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 85.

B. **LP** – Any storm sewer located south of the centerline of TH 169 not located on CSAH 85.

C. **GR** – Any storm sewer located north of the centerline of TH 169.

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

A. **County** – None.

B. **LP** – Any sidewalk located south of the centerline of TH 169 including CSAH 85.

C. **GR** – Any sidewalk located north of the centerline of TH 169.

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

A. **County** – None.

B. **LP** – Any lighting located south of the centerline of TH 169 including CSAH 85.

C. **GR** – Any lighting located north of the centerline of TH 169.

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 lighting facilities in working order; cleaning and re-lamping the luminaries; and if needed, painting the lighting facilities. The LP 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 lighting facility south of the centerline of TH 169.

**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. Signal Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the new Traffic Control Signal with Street Lights and Signing (Signal System) and the Accessible Pedestrian Signals (“APS”) on T.H. 169 at CSAH 85 (Glenwood Drive).

##### 4.1. Responsibilities

- A. **Power.** The GR and LP will arrange for the power supply hook-up. The GR and LP 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 on a 50/50 cost split necessary to operate to operate the Signal System.
- B. **Minor Signal System Maintenance.** The GR and LP will provide for the following, without cost to the County on a 50/50 cost split.
  - i. Maintain the luminaires and all its components, including replacing the luminaires when necessary.
  - ii. Replace the Signal System L.E.D. indications and relamp the street lights.
  - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
  - iv. Clean the Signal System and luminaire mast arm extensions.
  - v. Paint and maintain the pedestrian crosswalk markings.
  - vi. Replacement of back up batteries located in the signal cabinet.

##### 4.2. Other Responsibilities

- A. **Timing and Other Maintenance.** It is assumed that the State will maintain the signing, and perform all other Signal System, APS, and street light maintenance without cost to the GR and LP. All Signal System timing will be determined by the State, and no changes will be made without the State's approval. If the State charges for services GR and LP will split the expense on a 50/50 basis.
- 4.3. **Right of Way Access.** Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

#### 5. Basis of County, GR, LP Cost and Funding

- 5.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated County, GR, and LP participation construction items and the design and construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. **County, GR, LP Participation Project Cost and Funding.** The County, GR, and LP, 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 eligible for CSAH funding up to \$250,000 unless a higher limit is approved by the County Highway Engineer. The project cost includes, but is not limited to, those project items tabulated on the Preliminary SCHEDULE "I".
  - B. The GR will be responsible for those project costs not covered by LRIP funds. The project cost includes, but is not limited to, those project items tabulated on the Preliminary SCHEDULE "I" which are currently estimated to be \$165,605.
  - C. The LP, through the County has received \$350,000 in Local Road Improvement Program (LRIP) funds from the State for the project. The GR upon proper expense documentation submittal to the County shall receive reimbursement of LRIP funds for eligible costs.



D. The GR shall apply to the Iron Range Resource and Rehabilitation Board (IRRRB) for the balance of the project expenditures currently estimated at \$292,939. A construction contract shall not be awarded until an IRRRB grant has been obtained by the GR. In the event the amount of the IRRRB grant does not cover the balance of the project cost, the County shall increase its CSAH funding to the amount eligible for funding. Prior to GR awarding a construction contract, the County Highway Engineer shall be notified of the funding balance required and written approval of commitment from the County Highway Engineer received.

5.3. **Liquidated Damages.** All liquidated damages assessed the GR'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.

## 6. **County Cost and Payment by the County; LP Cost and Payment**

6.1. **County Cost.** \$250,000 is the County's estimated share of the costs of the contract construction as 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 GR will prepare a Revised SCHEDULE "I" based on construction contract unit prices.

6.2. **Conditions of Payment by the County.** The County will pay the GR 95% of the amount as shown in the Revised SCHEDULE "I".

6.3. **Conditions of Payment by the LP.** The LP is only responsible for those costs eligible for LRIP funds which were awarded to the City. The County acts as the fiscal agent for the LP. Payment for these expenses will be made to the GR once proper documentation has been submitted to the County and the County receives those funds from the State of Minnesota. No money will be paid upfront, all of these funds are on a reimbursement basis.

6.4. **Final Payment.** Upon completion of all contract construction and upon computation of the final amount due the GR's consultant's and contractor, the GR will prepare a Final SCHEDULE "I" and submit a copy to the County and LP. The Final SCHEDULE "I" will be based on final quantities, and include all County, GR, and LP participation construction items and the design and construction engineering cost share covered under this Agreement. If the final cost of the County and LP participation construction exceeds the amount of funds advanced by the County and LP, the County and LP will pay the difference to the GR without interest. If the final cost of the County and LP participation construction is less than the amount of funds advanced by the County and LP, the GR will refund the difference to the City without interest.

## 7. 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.

### 7.1. 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](mailto:tpagel@ci.grand-rapids.mn.us)

### 7.2. The LP's Authorized Representative will be:

Name/Title: Matt Wegwerth, City Engineer (or successor)  
Address: 21 NE 5<sup>th</sup> Street, Suite 200, Grand Rapids, MN 55744  
Telephone: (218) 322-4509  
Fax: (888) 908-8166  
E-Mail: [mwegwerth@sehinc.com](mailto:mwegwerth@sehinc.com)

### 7.3. The County's Authorized Representative will be:

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

## 8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. **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.
- 8.2. **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.
- 8.3. **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.
- 8.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the County, GR and LP. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 9. Liability; Worker Compensation Claims; Insurance

- 9.1. 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, GR, and LP. Notwithstanding the foregoing, the GR will indemnify, hold harmless, and defend the County against any claims, causes of actions, damages, costs, (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the GR's contractor(s) or consultant(s) or by a third party because of an act or omission by the GR or its contractor(s) or consultant(s),

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

**9.3.** The GR may require its contractor to carry insurance to cover claims for damages asserted against the GR's contractor.

#### **10. Nondiscrimination**

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

#### **11. 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.

#### **12. Government Data Practices**

The County, GR, and LP, 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, GR, and LP 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, GR, and LP.

#### **13. 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.

#### **14. Termination.**

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

#### **15. 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: \_\_\_\_\_

**CITY OF LAPRAIRIE**

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 LaPrairie)

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.

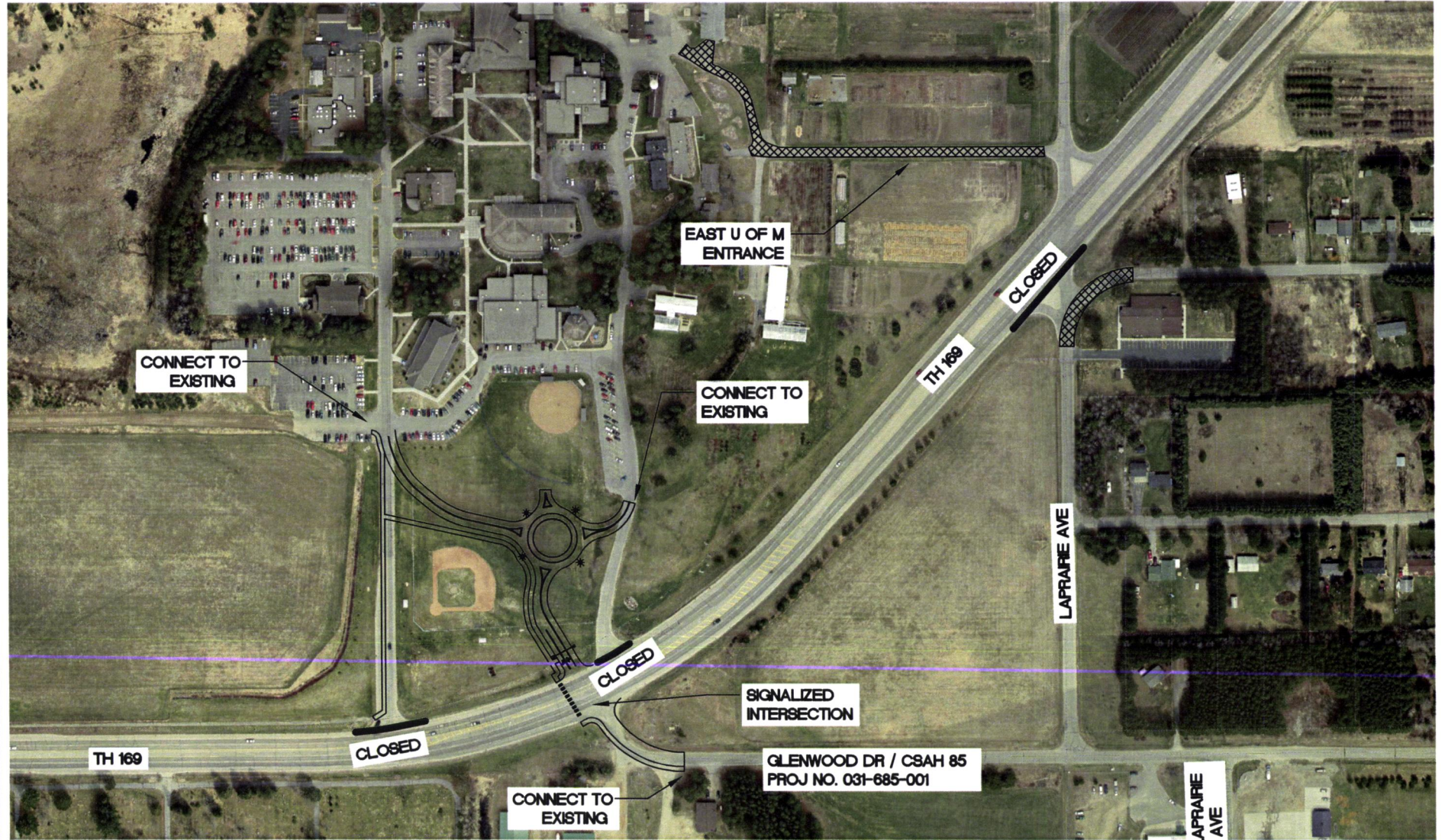
Approved:

By: \_\_\_\_\_  
(County Engineer)

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

By: \_\_\_\_\_  
(Auditor/Treasurer)

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



CONNECT TO EXISTING

EAST U OF M ENTRANCE

CONNECT TO EXISTING

CLOSED

TH 169

LAPRAIRIE AVE

CLOSED

SIGNALIZED INTERSECTION

TH 169

CLOSED

GLENWOOD DR / CSAH 85  
PROJ NO. 031-685-001

CONNECT TO EXISTING

LAPRAIRIE AVE



**SEH**  
 PHONE: 218.322.4500  
 21 NE 5TH STREET, SUITE 200  
 GRAND RAPIDS, MN 55744  
 www.sehinc.com

FILE NO.  
ITACC 116514  
DATE:  
05/15/12

PROJECT LIMITS

EXHIBIT  
A

COST ESTIMATE

ITEM NO.	ITEM	UNIT	UNIT PRICE	TOTAL		CSAH 031-685-001 MUNICIPAL STATE AID		CITY STREET IRRRB LRIP FUNDED		EAST ENTRANCE IRRRB FUNDED		BASIS OF ESTIMATE
				ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	
1	Contractor Staking	ls	\$10,000.00	1.00	\$10,000.00	0.20	\$2,000.00	0.80	\$8,000.00		\$0.00	
2	Mobilization	ls	\$18,000.00	1.00	\$18,000.00	0.15	\$2,700.00	0.70	\$12,600.00	0.15	\$2,700.00	
3	Remove Concrete Curb and Gutter	lf	\$4.00	1100.00	\$4,400.00		\$0.00	1100	\$4,400.00		\$0.00	
4	Remove Concrete Pavement	sy	\$4.00	190.00	\$760.00		\$0.00	190	\$760.00		\$0.00	All depths
5	Remove Bituminous Pavement	sy	\$3.25	5100.00	\$16,575.00	1100	\$3,575.00	4000	\$13,000.00		\$0.00	All depths
6	Bituminous Pavement Reclamation	sy	\$2.25	2500.00	\$5,625.00		\$0.00		\$0.00	2500	\$5,625.00	All depths
7	Sawing Bituminous Pavement (Full Depth)	lf	\$3.50	2350.00	\$8,225.00	200	\$700.00	2000	\$7,000.00	150	\$525.00	
8	Salvage Sign, Type C	each	\$100.00	6.00	\$600.00	6	\$600.00		\$0.00		\$0.00	Includes removal of post
9	Subgrade Preparation	rd sta	\$300.00	10.00	\$3,000.00		\$0.00		\$0.00	10	\$3,000.00	Grading of road reclaim material
10	Common Excavation (P)	cy	\$7.00	4500.00	\$31,500.00	800	\$5,600.00	3700	\$25,900.00		\$0.00	Includes salvaging topsoil and placement of salvaged topsoil. Pavement section (3100 cy Road/Trail)
11	Granular Borrow	cy	\$8.00	3000.00	\$24,000.00	500	\$4,000.00	2500	\$20,000.00		\$0.00	Fill needed for roadway, 3' depth
12	Select Granular Borrow (CV)	cy	\$9.00	3100.00	\$27,900.00	450	\$4,050.00	2650	\$23,850.00		\$0.00	18" select granular
13	Topsoil Borrow (LV)	cy	\$25.00	300.00	\$7,500.00	50	\$1,250.00	250	\$6,250.00		\$0.00	3' Depth, as needed
14	Aggregate Shouldering (CV) Class 1 (P)	cy	\$60.00	150.00	\$9,000.00		\$0.00	100	\$6,000.00	50	\$3,000.00	2' wide on both sides of road
15	Aggregate Base (CV) Class 5 (P)	cy	\$15.00	1400.00	\$21,000.00	300	\$4,500.00	1100	\$16,500.00		\$0.00	6" under roadway and trail, 9" on Glenwood
16	Type SP 9.5 Wearing Course Mixture (2.B)	ton	\$70.00	750.00	\$52,500.00	125	\$8,750.00	425	\$29,750.00	200	\$14,000.00	115 # InvSq Yd. 1.5" Wear - roadway, 2.5" - trail
17	Type SP 12.5 Non Wear Course Mixture (2.B)	ton	\$68.00	1000.00	\$68,000.00	150	\$10,200.00	500	\$34,000.00	350	\$23,800.00	110 # InvSq Yd. 2.5" Base course, 3.0" on Glenwood
18	18" RC Pipe Apron	each	\$800.00	4.00	\$3,200.00	2	\$1,600.00	2	\$1,600.00		\$0.00	Cross culverts
19	18" RC Pipe Sewer Dns. 3006, CL V	lf	\$32.00	200.00	\$6,400.00	100	\$3,200.00	100	\$3,200.00		\$0.00	Cross culverts
20	4" Concrete Walk	sf	\$4.00	400.00	\$1,600.00	200	\$800.00	200	\$800.00		\$0.00	Pedestrian Ramps
21	8" Concrete Walk	sf	\$40.00	400.00	\$16,000.00		\$0.00	400	\$16,000.00		\$0.00	Center of roundabout
22	Concrete Curb & Gutter	lf	\$12.00	1600.00	\$19,200.00	500	\$6,000.00	1100	\$13,200.00		\$0.00	B&B and Roll-over in center of roundabout
23	Truncated Domes	sf	\$50.00	48.00	\$2,400.00	24	\$1,200.00	24	\$1,200.00		\$0.00	12'-2'x2' panels
24	Traffic Control	ls	\$10,000.00	1.00	\$10,000.00	0.50	\$5,000.00	0.40	\$4,000.00	0.10	\$1,000.00	
25	Install Sign Panels, Type C	each	\$150.00	40.00	\$6,000.00	20	\$3,000.00	20	\$3,000.00		\$0.00	Installation of salvaged sign panels on a new telescopic post
26	Silt Fence Type Machine Sliced	lf	\$2.50	3000.00	\$7,500.00	500	\$1,250.00	2500	\$6,250.00		\$0.00	
27	Storm Drain Inlet Protection	each	\$100.00	6.00	\$600.00	2	\$200.00	4	\$400.00		\$0.00	Rock log inlet protection, Sediment Control inlet protection and silt fence boxes
28	Temporary Rock Construction Entrance	each	\$500.00	3.00	\$1,500.00	1	\$500.00	2	\$1,000.00		\$0.00	Where construction traffic leaves site
29	Seeding	acre	\$5,000.00	1.80	\$9,000.00	0.25	\$1,250.00	1.55	\$7,750.00		\$0.00	Includes seed mix 250 and mulch
30	Trees - Shrubs in roundabout	ls	\$3,000.00	1.00	\$3,000.00		\$0.00	1.00	\$3,000.00		\$0.00	
31	Erosion Control	ls	\$5,000.00	1.00	\$5,000.00	0.20	\$1,000.00	0.80	\$4,000.00		\$0.00	For all temporary erosion control items, shown or not shown on the plans, as required by the SWPPP
32	Roadway Lighting Unit	each	\$3,500.00	4.00	\$14,000.00		\$0.00	4	\$14,000.00		\$0.00	
33	Light Base, Design E	each	\$550.00	4.00	\$2,200.00		\$0.00	4	\$2,200.00		\$0.00	
34	2" Non-Metallic Conduit	lf	\$6.00	2000.00	\$12,000.00		\$0.00	2000	\$12,000.00		\$0.00	
35	Underground Wire 1 COND NO 4	lf	\$1.60	6000.00	\$9,600.00		\$0.00	6000	\$9,600.00		\$0.00	
36	Underground Wire 1 COND NO 6	lf	\$1.40	2000.00	\$2,800.00		\$0.00	2000	\$2,800.00		\$0.00	
37	Underground Wire 1 COND NO 12	lf	\$0.95	1500.00	\$1,425.00		\$0.00	1500	\$1,425.00		\$0.00	
38	Handhole	each	\$500.00	4.00	\$2,000.00		\$0.00	4	\$2,000.00		\$0.00	
39	4" Double Solid Line Yellow - Epoxy	lf	\$1.00	875.00	\$875.00	225	\$225.00	650	\$650.00		\$0.00	Areas without a median
40	4" Single Solid Line White - Epoxy	lf	\$1.50	1950.00	\$2,925.00	450	\$675.00	1500	\$2,250.00		\$0.00	Turn lane and fog line
41	Pavement Message - Turn Arrow	each	\$300.00	4.00	\$1,200.00	2	\$600.00	2	\$600.00		\$0.00	Turn lane
42	6" Single Solid Line White - Epoxy	lf	\$2.00	200.00	\$400.00		\$0.00	200	\$400.00		\$0.00	5" Crosswalk lines across TH 2
43	Signal System	ls	\$200,000.00	1.00	\$200,000.00	1	\$200,000.00	0	\$0.00		\$0.00	Includes advance warning system
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>649,410</b>		<b>274,425</b>		<b>321,335</b>		<b>53,650</b>	
<b>CONTINGENCY (10%)</b>					<b>64,941</b>		<b>27,443</b>		<b>32,134</b>		<b>5,365</b>	
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>					<b>714,351</b>		<b>301,868</b>		<b>353,469</b>		<b>59,015</b>	
<b>NON-CONSTRUCTION (25%)</b>					<b>178,588</b>		<b>75,467</b>		<b>88,367</b>		<b>14,754</b>	

PRELIMINARY SCHEDULE 'T'  
 S.P. 031-685-001  
 CP 2012-6  
 ICC GLENWOOD SIGNAL SYSTEM PROJECT

COST ESTIMATE

06/05 '12

ITEM NO.	ITEM	UNIT	UNIT PRICE	TOTAL		CSAH 031-685-001 MUNICIPAL STATE AID		CITY STREET IRRRB LRP FUNDED		EAST ENTRANCE IRRRB FUNDED		BASIS OF ESTIMATE
				ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	ESTIMATED QUANTITY	ESTIMATED COST	
	TOTAL ESTIMATED PROJECT COST				892,939		377,334		441,836		73,769	
	Less CSAS and LRP FUNDS						250,000		350,000		0	
	IRRRB Required				292,939		127,334		91,836		73,769	



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0361      **Version:** 1      **Name:** MSAS Revocation and Designation Resolution  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/5/2012      **In control:** Engineering  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Revoke and designate certain streets as part of the City's Municipal State Aid Street (MSAS) system.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [6-11-12 Resolution designating MSAS.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Revoke and designate certain streets as part of the City's Municipal State Aid Street (MSAS) system.

*Body*

**Background Information:**

Because the City has a population greater than 5,000 people, it receives funding from the MSAS system which is generated from the State gas sales tax. One-half of the City's allocation is based on population. The other half is based on "needs" to develop the MSAS system. There will be changes to how "needs" are calculated later this year. The major change is based on Average Daily Traffic (ADT). The higher the ADT, the wider the street, which results in greater "needs".

As a result of this change, it is critical that the City revoke MSAS street segment that have no or minimal ADT and designate streets that have the highest ADT's. The attached resolution and map identify the the street segments that should be revoked and designated as MSAS streets.

**Staff Recommendation:**

City staff is recommending the attached resolution revoking and designating MSAS streets throughout the City.

**Requested City Council Action**

Consider the attached resolution revoking and designating MSAS streets throughout the City.



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

RESOLUTION NO. 12-

A RESOLUTION REQUESTING THE REVOCATION AND DESIGNATION OF MSAS ROUTES

WHEREAS, the City of Grand Rapids is recommending to the commissioner of transportation that the following Control Sections be revoked:

**Proposed Revocation**

MSAS	Street Name	From	To	Miles
111-60	8th Street NW	1st Avenue NW	HWY 38	0.15
111-70	8th Street NW	Pokegama Avenue	1st Avenue NW	0.08
112-08	5th Street NW	17th Avenue NW	20th Avenue NW	0.28
118-10	5th Avenue SW	7th Street SW	CSAH 23	0.26
118-20	5th Avenue SW	4th Street SW	7th Street SW	0.21
128-10	33rd Street SE	TH 169	7th Avenue SE	0.64
128-20	32nd Street SE	TH 169	Horseshoe Lake Road	1.14
129-20	25th Street SE	2nd Avenue SE	7th Avenue SE	0.34
130-20	Ridgewood Road	11th Avenue NE	13th Avenue NE	0.26
131-10	5th Avenue NW	5th Street NW	8th Street NW	0.23
132-20	13th Avenue NE	7th Street NE	Ridgewood Road	0.53
134-10	20th Avenue NW	TH 2	5th Street NW	0.05
136-20	17th Avenue NW	TH 2	5th Street NW	0.06
144-10	21st Street SW	TH 169	Horseshoe Lake Road	0.76
145-10	Old Golf Course Road	Isleview Road	CSAH 23	0.37
146-010	7th Street NE	13th Avenue NE	TH 169	0.58
147-10	9th Avenue NW	TH 2	5th Street NW	0.07
148-10	8th Avenue NW	TH 2	5th Street NW	0.07
			Total Miles Revocated	6.08

; and

WHEREAS, the City of Grand Rapids is recommending to the commissioner of transportation that the following Control Sections be dedicated: (see next page)

**Proposed Dedication**

MSAS	Street Name	From	To	Miles
	7th Avenue SE	33rd Street SE	CR 457	0.25
	11th Street SE	TH 169	2nd Avenue SE	0.17
	13th Street SE	TH 2	7th Avenue SE	0.51
	2nd Avenue SE	11th Street SE	29th Street SE	1.19
	13th Street SW	TH 2	Fraser Drive	0.15
	Fraser Drive	CSAH 23	13th Street SW	0.26
	8th Street SE	7th Avenue SE	CSAH 3	0.70
	11th Avenue SW	4th Street SW	CSAH 23	0.47
	4th Street SW	5th Avenue SW	11th Avenue SW	0.38
	7th Avenue NW	5th Street NW	8th Street NW	0.23
	8th Street NW	5th Avenue NW	7th Avenue NW	0.14
	1st Avenue NW	TH 2	3rd Street NW	0.07
	3rd Street NW	TH 169	1st Avenue NW	0.07
	11th Avenue NE	7th Street NE	Ridgewood Road	0.50
	6th Avenue NE	TH 2/169	5th Street NE	0.07
	Legion Lane	TH 38	16th Street NW	0.47
	16th St. NW/Conifer Dr.	TH 38	Legion Lane	0.48
			Total Miles Dedicated	6.12
			Difference	-0.04
			Available Milage	0.04
			Final Difference	0.00

WHEREAS, the City of Grand Rapids has determined that the proposed revocations and dedications to the MSAS serve the City more efficiently in the proposed locations as shown in the attached drawings; and

WHEREAS, the designation of the routes will carry a relatively heavier traffic volume and will connect points of major traffic interest within an urban municipality.

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

1. The City of Grand Rapids confirms its desire to revoke and designate the Control Sections identified above and shown on the attached drawings.

Adopted by the City Council this 11<sup>th</sup> day of June, 2012.

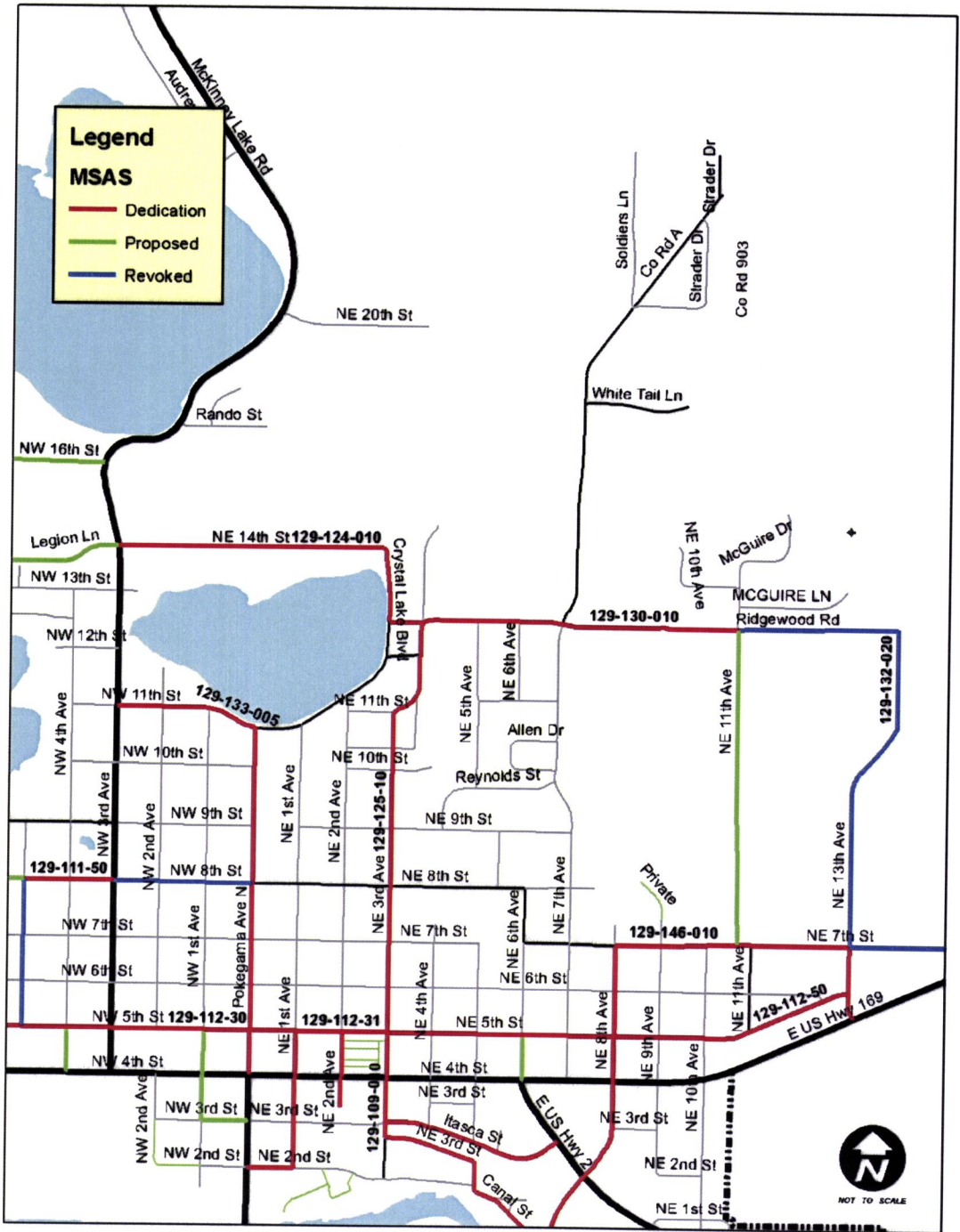
\_\_\_\_\_  
Dale Adams, Mayor

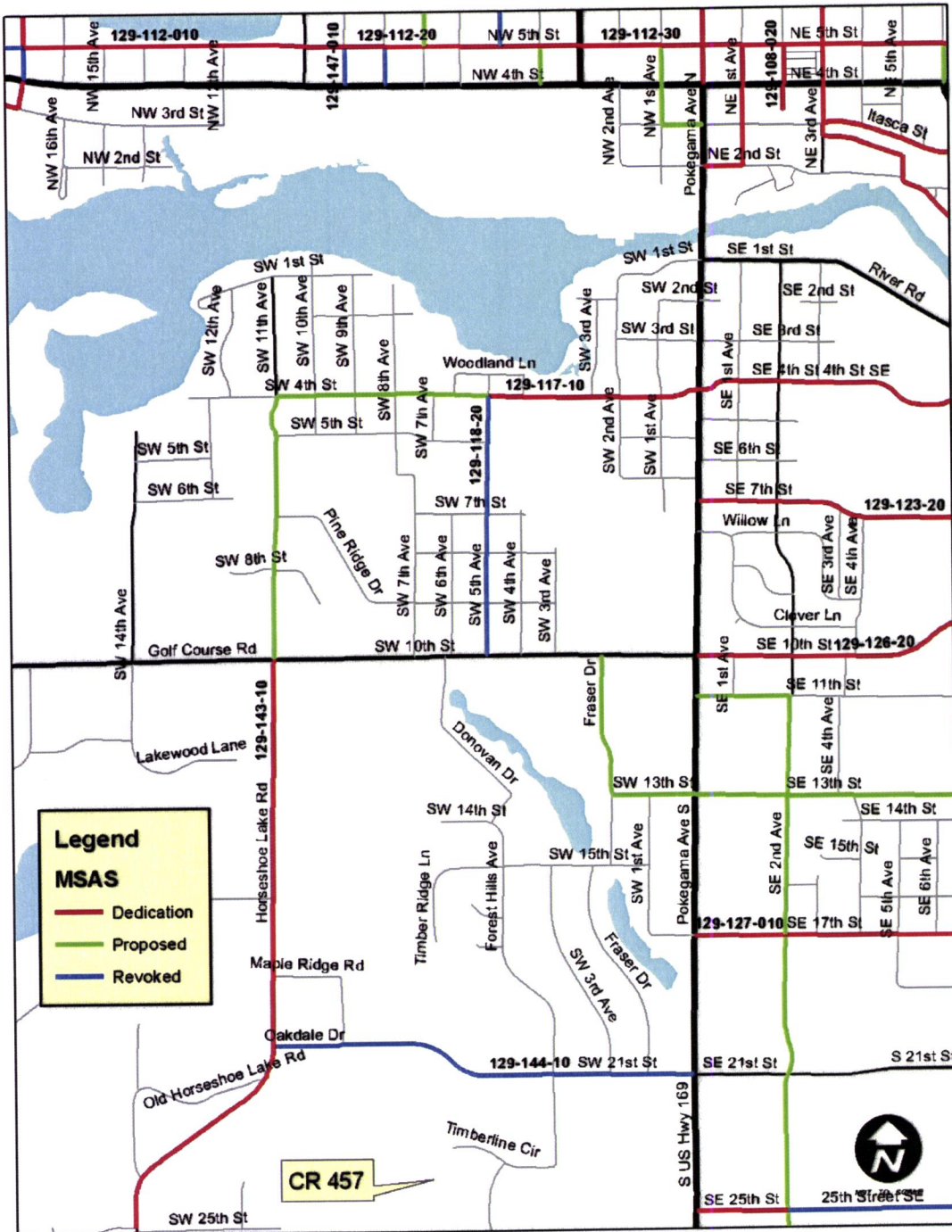
Attest:

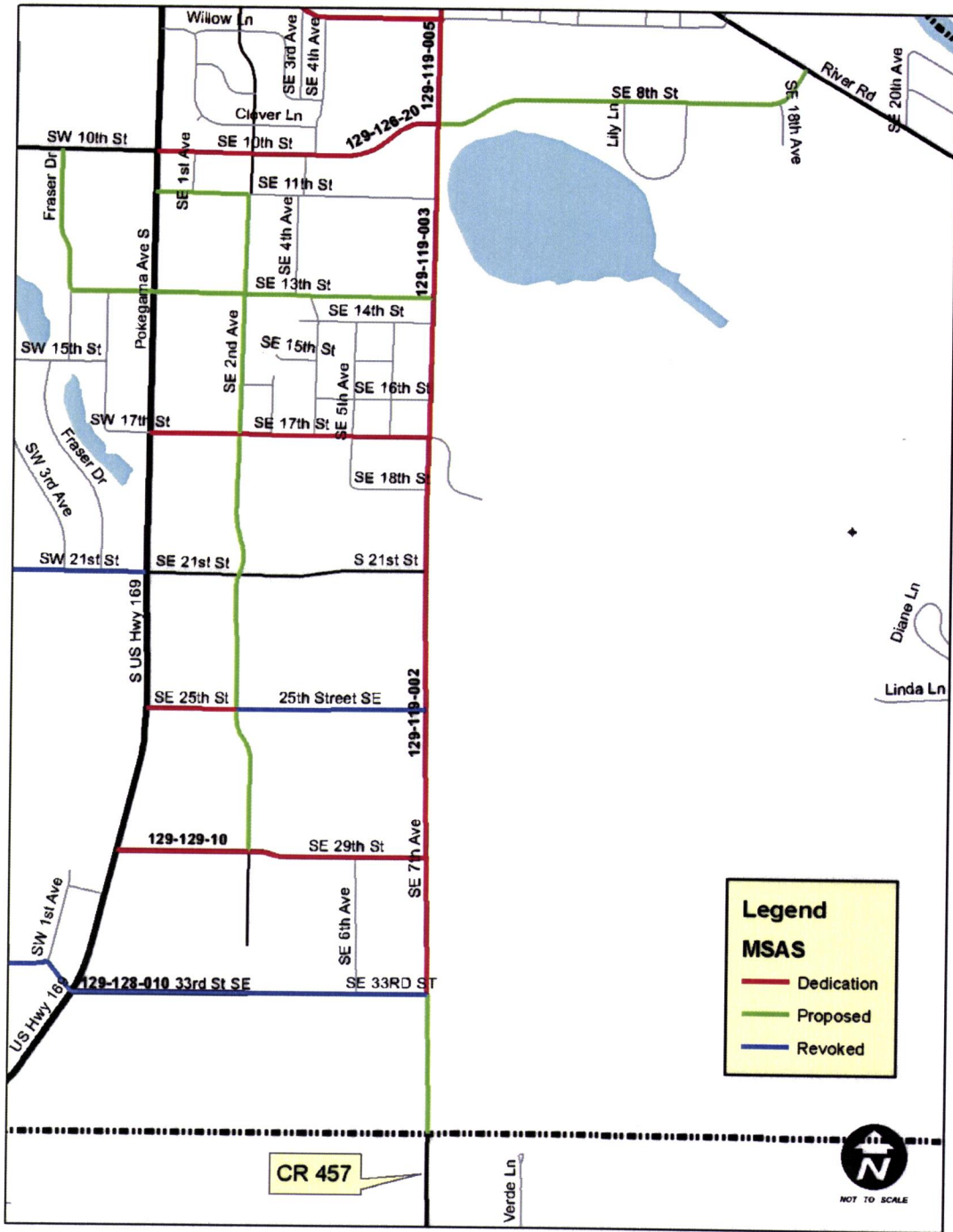
\_\_\_\_\_  
Kimberly Johnson-Gibeau, City Clerk

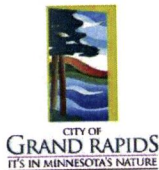
Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_ and the following voted against same: \_\_\_\_\_ whereby the resolution was declared duly passed and adopted.











# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0364      **Version:** 1      **Name:** Nashwauk GIS agreement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/5/2012      **In control:** Engineering  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Approve GIS agreement between the City of Grand Rapids and Nashwauk.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [6-11-12 Attachment Nashwauk GIS Services.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Approve GIS agreement between the City of Grand Rapids and Nashwauk.

*Body*

**Background Information:**

The City of Nashwauk is developing a GIS system for their community. Their goal is to contract with the City of Grand Rapids and utilize our ELA webbased system once it is fully operational. Prior to that they have hired an interim technician to collect data for the GIS system and have requested assistance from the City of Grand Rapids to assist their interim technician. The attached agreement spells out the arrangement and fees to be paid to the City of Grand Rapids for this service.

**Staff Recommendation:**

City staff is recommending the attached GIS agreement between the City of Grand Rapids and Nashwauk.

**Requested City Council Action**

Approve the attached GIS agreement between the City of Grand Rapids and Nashwauk.

**GIS/GPS AGREEMENT  
BETWEEN  
THE CITY OF GRAND RAPIDS  
AND  
THE CITY OF NASHWAUK**

**Purpose:**

This agreement is made pursuant to Minnesota Statute 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is for the City of Grand Rapids to provide GIS Technician services to assist the City of Nashwauk in developing a GIS data base and collect public infrastructure locations in the field via GPS.

**Definitions:**

1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. "Responding Party" means a party that provides assistance to a Requesting Party.
6. "Assistance" means City of Grand Rapids personnel and equipment.

**Scope of Services:**

The City of Grand Rapids will provide GIS and GPS services to the City of Nashwauk as defined on the attached Exhibit "A". The data gathered and generated will be delivered to the City of Nashwauk electronically upon completion.

**Workers' compensation**

Each party shall be responsible for injuries or death of its own personnel while operated by its own municipal employee. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.



## **Damage to equipment**

Each party while operating its own equipment shall be responsible for damages to, or loss of, its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

## **Liability:**

1. For the purpose of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in the responding to a request for assistance by the Requesting party pursuant to this agreement.

Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from single occurrence to be defended by a single attorney.

3. No party to this agreement or any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

**Charges to the Requesting Party**

Fees for services will be charged on an hourly basis plus federal mileage reimbursement rates as defined in Exhibit A. Monthly updates identifying the percentage of work tasks in Exhibit A complete will be provided to Nashwauk City staff. Upon final completion of work tasks in Exhibit A, an invoice will be submitted by the City of Grand Rapids to Nashwauk for the services rendered. The total anticipated compensation paid to the City of Grand Rapids is \$ 881.10

**Duration**

This agreement will be in force from the date of execution until December 31, 2012. Any party may withdraw from this agreement upon thirty (30) day written notice to the other party or parties to the agreement. Compensation for services completed will be paid by the City of Nashwauk to the City of Grand Rapids through the date of receiving the notice of withdrawal from the agreement.

**Execution**

Each party hereto has read, agreed to and executed this GIS/GPS Agreement on the date indicated.

Date: 5/23/12

Entity: City of Nashwauk

By: William Hendricks

Title: Mayor

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

Entity: \_\_\_\_\_

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

Title: \_\_\_\_\_

EXHIBIT A

Feature	Option	Description of Work	Hours	Nashwauk Rate Nashwauk Intern @ \$15.00 per hr; with overhead overall rate is \$16.15 per hr & some management fees paid to the City of Grand Rapids	Nashwauk GIS Cost	Mileage (to meet with GR GIS Technician at 45 miles round trip)	Mileage Rate	Mileage Cost	Total
<b>Water</b>									
	Required	* Database Design	8.00	\$16.15	\$129.20	45	\$0.560	\$25.20	\$154.40
	Required	* Download GPS Data, Convert CAD data to GIS & Align & Digitize Pipe Segments to GPS locations	32.00	\$16.15	\$516.80	135	\$0.560	\$75.90	\$592.40
	<b>Option B</b>								
		GPS CurbStops where the person GPS'ing locates and marks (Based on estimates of 400 services Avg 20 to 30 per 8 hr day)	120.00	\$16.15	\$1,938.00				\$1,938.00
		GPS Hydrants and All Valves where the person GPS'ing locates and marks (Based on estimates of 50 hydrants and 150 Gate Valves Avg 15 to 20 per 8 hr day)	80.00	\$16.15	\$1,292.00				\$1,292.00
		Grand Rapids GIS Technician time for assistance (Based on previous projects estimate of 3 hours per week of the length of the project)	18.00	\$26.70	\$480.60				\$480.60
	<b>Totals</b>	<b>Option B (includes required tasks)</b>	<b>258.00</b>		<b>\$4,356.60</b>	<b>0.00</b>	<b>\$0.560</b>	<b>0.00</b>	<b>\$4,356.60</b>
Water Opinion of Cost		Please Choose Option A or B and any Additional Options for a precise Quote	258.00		\$4,356.60	190	\$0.560	\$100.80	\$4,457.40
<b>Sanitary</b>									
	Required	* Database Design	8.00	\$16.15	\$129.20	45	\$0.560	\$25.20	\$154.40
	Required	* Download GPS Data, Convert CAD data to GIS & Align & Digitize Pipe Segments to GPS locations	32.00	\$16.15	\$516.80	135	\$0.560	\$75.90	\$592.40
	<b>Option B</b>								
		GPS and Locate Sanitary Manholes, Lift Stations where the person GPS'ing locates and marks Avg 20 to 30 per day based on and estimate of 150 Manholes, common reasons they are not visible are Bituminous paved over Manholes, buried under dirt)	64.00	\$16.15	\$1,033.60				\$1,033.60
		Grand Rapids GIS Technician time for assistance (Based on previous projects estimate of 3 hours per week of the length of the project)	8.00	\$26.70	\$213.60				\$213.60
	<b>Totals</b>	<b>Option B (includes required tasks)</b>	<b>112.00</b>		<b>\$1,893.20</b>	<b>180.00</b>	<b>\$0.560</b>	<b>\$100.80</b>	<b>\$1,994.00</b>
Sanitary Opinion of Cost		Please Choose Option A or B and any Additional Options for a precise Quote	112.00		\$1,893.20	180.00	\$0.560	\$100.80	\$1,994.00

EXHIBIT A

Feature	Option	Description of Work	Hours	Nashwauk Hires Intern @ \$13 per hr	Nashwauk GIS Cost	Mileage (to meet with GR GIS Technician at 45 miles round trip)	Mileage Rate	Mileage Cost	Option 1 Total
				Option 1 Nashwauk Hires Intern @ \$13.75 per hr; with overhead overall rate is \$15.87 per hr & some management fees paid to the City of Grand Rapids					
<b>Storm</b>									
	Required	* Database Design	6.00	\$16.15	\$129.20	45	\$0.560	\$25.20	\$154.40
	Required	* Download GPS Data, Convert CAD data to GIS & Align & Digitize Pipe Segments to GPS locations	32.00	\$16.15	\$516.80	135	\$0.560	\$75.60	\$592.40
<b>Option A</b>									
		GPS Catch Basins, Manholes & Aprons (Avg 50 to 60 per 8 hour day based on estimate of 300 structures)	48.00	\$16.15	\$775.20				\$775.20
		Grand Rapids GIS Technician time for assistance (Based on previous projects estimate of 3 hours per week of the length of the project)	7.00	\$26.70	\$186.90				\$186.90
	<b>Totals</b>	<b>Option A (includes required tasks)</b>	<b>95.00</b>		<b>\$1,608.10</b>	<b>180</b>	<b>\$0.560</b>	<b>\$100.80</b>	<b>\$1,708.90</b>
	<b>Storm Opinion of Cost</b>	<b>Please Choose Option A and any Additional Options for a precise Quote</b>	<b>95.00</b>		<b>\$1,608.10</b>	<b>180</b>	<b>\$0.560</b>	<b>\$100.80</b>	<b>\$1,708.90</b>
<b>Streets</b>									
	Recommended	Adjust Streets to Centerline based on Aerial Maps and Classify roads by Jurisdiction and Type	16.00	\$16.15	\$258.40	0	\$0.000	\$0.00	\$258.40
	<b>Total</b>		<b>16.00</b>	<b>\$16.15</b>	<b>\$258.40</b>	<b>0</b>	<b>\$0.560</b>	<b>\$0.00</b>	<b>\$258.40</b>
	<b>Streets Opinion of Cost</b>		<b>16.00</b>	<b>\$16.15</b>	<b>\$258.40</b>	<b>0</b>	<b>\$0.560</b>	<b>\$0.00</b>	<b>\$258.40</b>
<b>Overall Opinion of Cost</b>									
		Water	258.00		\$4,356.60	180	\$0.560	\$100.80	\$4,457.40
		Sanitary	112.00		\$1,893.20	180	\$0.560	\$100.80	\$1,994.00
		Storm Water	95.00		\$1,608.10	180	\$0.560	\$100.80	\$1,708.90
		Streets	16.00		\$258.40	0	\$0.560	\$0.00	\$258.40
	<b>Grand Rapids Total</b>	<b>Grand Rapids GIS Technician Assistance hours highlighted in Green above</b>	<b>33.00</b>	<b>\$26.70</b>	<b>\$881.10</b>	<b>0</b>	<b>\$0.000</b>	<b>\$0.00</b>	<b>\$881.10</b>
	<b>Nashwauk Intern Total</b>		<b>448.00</b>	<b>\$17.00</b>	<b>\$7,235.20</b>	<b>345</b>	<b>\$0.560</b>	<b>\$302.40</b>	<b>\$7,537.60</b>
	<b>Grand Total</b>		<b>481.00</b>	<b>\$17.00</b>	<b>\$8,116.30</b>	<b>540</b>	<b>\$0.555</b>	<b>\$302.40</b>	<b>\$8,418.70</b>

EXHIBIT A

\*\*\*\*NOTE\*\*\*\* Intern will be equipped with labtop and required software to reduce travel time to and from Grand Rapids to work with GIS Data. In addition, upon updates from intern the City of Grand Rapids will post updates of completed work to a private web site for updates to council and City Staff. All hours are based on pure estimates based on previous project projections projects scopes and other factors may alter estimates positively or negatively depending on weather, how/where data is located, and other unforeseen factors that may be encountered.

**GIS/GPS AGREEMENT  
BETWEEN  
THE CITY OF GRAND RAPIDS  
AND  
THE CITY OF NASHWAUK**

**Purpose:**

This agreement is made pursuant to Minnesota Statute 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is for the City of Grand Rapids to provide GIS Technician services to assist the City of Nashwauk in developing a GIS data base and collect public infrastructure locations in the field via GPS.

**Definitions:**

1. "Party" means a political subdivision.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. "Responding Party" means a party that provides assistance to a Requesting Party.
6. "Assistance" means City of Grand Rapids personnel and equipment.

**Scope of Services:**

The City of Grand Rapids will provide GIS and GPS services to the City of Nashwauk as defined on the attached Exhibit "A". The data gathered and generated will be delivered to the City of Nashwauk electronically upon completion.

**Workers' compensation**

Each party shall be responsible for injuries or death of its own personnel while operated by its own municipal employee. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

## **Damage to equipment**

Each party while operating its own equipment shall be responsible for damages to, or loss of, its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

## **Liability:**

1. For the purpose of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in the responding to a request for assistance by the Requesting party pursuant to this agreement.

Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from single occurrence to be defended by a single attorney.

3. No party to this agreement or any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0366      **Version:** 1      **Name:** CP 2012-6 SEH SLA  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/6/2012      **In control:** Engineering  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** A Supplemental Letter Agreement (SLA) with SEH related to CP 2012-6, ICC/Glenwood Signal.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [6-11-12 Attachment CP 2012-6 SLA-SEH.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

A Supplemental Letter Agreement (SLA) with SEH related to CP 2012-6, ICC/Glenwood Signal.

*Body*

**Background Information:**

Attached is a SLA with SEH to provide design and construction engineering services on CP 2012-6, ICC/Glenwood Signal. In order to meet the grant funding deadline of May 2013, it is critical that the design move forward at this time.

**Staff Recommendation:**

City staff is recommending the approval of the attached SLA with SEH to provide design and construction engineering services on CP 2012-6, ICC/Glenwood Signal project.

**Requested City Council Action**

Consider approving attached SLA with SEH to provide design and construction engineering services on CP 2012-6, ICC/Glenwood Signal project.



# Supplemental Letter Agreement No. 2012-6

June 5, 2012

Mayor Adams  
City of Grand Rapids  
420 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744

RE: ICC/Glenwood Signal  
SLA for Design and Construction Administration Services

Dear Mayor Adams,

CP 2012-6, ICC/Glenwood Drive Signal Project includes access closures/consolidations along TH 169, new access roads, the installation of a traffic signal, at the intersection of Glenwood Drive, and the reconditioning of the east entrance to the U of M off of Township Road B as shown on the attached Exhibit A.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for design 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 design and construction administration as listed in the Master Agreement in place between the City and SEH.

In addition, because of the proposed new traffic signal, a Intersection Control Evaluation (ICE) will be required prior to MnDOT granting approval to construct the signal on TH 169 R/W. The ICE work scope is as follows:

Using traffic counts already in our possession, along with crash data and other applicable project information to be compiled by SEH for the intersection area, SEH will complete a detailed analysis of the proposed signalized intersection area. This will include a brief site visit in order to compile specific information applicable to the intersection area for use in preparation of a formal Intersection Control Evaluation (ICE). SEH will compare these traffic counts against Minnesota Manual on Uniform Traffic Control Devices (MnMUTCD) traffic signal warrants for compliance and justification of a signal system.

SEH will then prepare a draft ICE for the proposed signal system for City (and State) review and comments.

Upon receipt of all comments, SEH will finalize the ICE, provide five (5) bound copies of the ICE to the City for signatures, and assist the City in formal submittal of the ICE to MnDOT District 1. Any comments on the ICE from the above mentioned agencies will be addressed by SEH as needed, and revised copies of the ICE will be resubmitted by SEH to each agency for approval and signatures.

**Project Schedule**

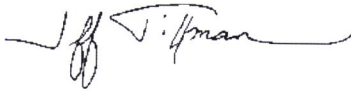
Council considers approval of this ICE	September 2012
Council approves plans and specifications and authorizes bid	December 2012
Bid opening/Council considers award of contract	January 2013
Construction begins	May 2013
Substantial completion	August 2013
Final completion	October 2013

**Fee Schedule**

The fee for design tasks will be as listed in the Master Engineering Services Contract (design fee = 6.5% of low construction bid and construction fee = 7.0% of final construction cost for State-Aid-funded projects). The construction estimate for this work as listed in the feasibility report is \$714,351.00, which equates to an SEH fee of \$96,437.38. The SJR fee is \$4,500.00. Therefore, total SEH fee is estimated at \$100,937.38.

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.



\_\_\_\_\_  
Jeff Tillman, P.E.  
Project Manager/Principal



6/6/12

\_\_\_\_\_  
Robert J. Beaver, P.E.  
Office Manager/Principal

\_\_\_\_\_  
Date

**City of Grand Rapids Authorization:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dale Adams  
Mayor of Grand Rapids

\_\_\_\_\_  
Date

C: SEH file – ITACC 116514



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0367      **Version:** 1      **Name:** CP 2011-6 Ad for Bids  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/6/2012      **In control:** Engineering  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Approve Plans and Specification and Order Advertisement for Bids on CP 2011-6, Horseshoe Lake Road Improvements.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [6-11-12 RESOL CP 2011-6 Ordering Advertisement.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Approve Plans and Specification and Order Advertisement for Bids on CP 2011-6, Horseshoe Lake Road Improvements.

*Body*

**Background Information:**

Plans and specifications are complete and ready to advertise for bids on CP 2011-6, Horseshoe Lake Road Improvements.

**Staff Recommendation:**

City staff is recommending the attached resolution approving the plans and specifications and ordering the advertisement for bids on CP 2011-6, Horseshoe Lake Road Improvements.

**Requested City Council Action**

Consider the attached resolution approving the plans and specifications and ordering the advertisement for bids on CP 2011-6, Horseshoe Lake Road Improvements.

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

RESOLUTION NO. 12-\_\_

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND  
ORDER ADVERTISEMENT FOR BIDS FOR  
HORSESHOE LAKE ROAD IMPROVEMENTS  
Project 2011-6**

WHEREAS, Resolution 12-XX of the City Council dated the 23<sup>rd</sup> day of April, 2012, ordered in the project and directed the preparations of plans and specifications for the Horseshoe Lake Road Improvement 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 10, 2012, 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 23, 2012, 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 11<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
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**  
 ITS IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0370      **Version:** 1      **Name:** Temp. Liquor for Central School First Friday event.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/6/2012      **In control:** Administration  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Approve Temporary Liquor License for Tall Timber Days on July 6, 2012 for First Friday event held at the Old Central School.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**

Approve Temporary Liquor License for Tall Timber Days on July 6, 2012 for First Friday event held at the Old Central School.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0371      **Version:** 1      **Name:** Rehire Conc.-Clifton, Kayla  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/6/2012      **In control:** Civic Center, Parks & Recreation  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Approve the rehiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning June 12, 2012  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**

Approve the rehiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning June 12, 2012

**Body**

**Background Information:**

Kayla Clifton will be rehired to work at the IRA Civic Center and Grand Rapids Sports Complex starting at \$7.75 an hour as a concession worker. She will be an additional employee to those who currently work at the IRA Civic Center and Grand Rapids Sports Complex. This expense is covered in the 2012 budget.

**Requested City Council Action**

Consider approving the rehiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning June 12, 2012



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0372      **Version:** 1      **Name:** 2012 Adv. Contracts  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/6/2012      **In control:** Civic Center, Parks & Recreation  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Entering into rental agreements with area businesses for advertising at the IRA Civic Center.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [06-11-12 advertising contracts to be signed](#)

Date	Ver.	Action By	Action	Result
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*Title*

Entering into rental agreements with area businesses for advertising at the IRA Civic Center.

*Body*

**Background Information:**

In 1993, the City Council approved the Civic Center advertising policy to generate revenue to offset operating cost. As part of this policy, agreements are renewed at the end of each term. The following is a new agreement:

**Clifton Skate, January 1, 2012 - December 31, 2013 - lighted wall sign and dasherboard - \$1,200 for 2012 and \$1,200 for 2013**

**Country Kitchen, January 1, 2012 - December 31, 2013 - lighted wall sign - \$600 for 2012 and \$600 for 2013**

**Marketplace Ogle's Foods, January 1, 2012 - December 31, 2013 - lighted wall sign - \$600 for 2012 and \$600 for 2013**

**Requested City Council Action**

Consider passing a motion authorizing appropriate signatures for an advertising rental agreement at the IRA Civic Center.

## AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboards the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Clifton Skate** that the Lessee shall lease for a period of 2 (two) years, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboards of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboards of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$1,200.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 through December 31, 2013. This contract will automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2013, the Lessee must notify the Lessor in writing no later than December 1, 2012 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.



7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$1200 for 2012 and \$1200 for 2013 for a total of \$2,400.00 for a 4 x 5 interior wall sign and/or dasherboard advertisement.

BY: De T [Signature]  
Lessee

DATE: 4 / 18 / 12

CITY OF GRAND RAPIDS (Lessor)

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
City Clerk/Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

## AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Country Kitchen** that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 to December 31, 2013. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2012, the Lessee must notify the Lessor in writing no later than December 1, 2011 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.

9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$600.00 per year for a total of \$1,200.00 for a 4 x 6 interior wall sign.

BY:   
Lessee

DATE: 5-4-12

CITY OF GRAND RAPIDS (Lessor)

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
Shawn Gillen, City Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain businesses to acquire the privilege of using the advertising signs contained on the interior walls of the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and Marketplace Ogle's Foods that the Lessee shall lease for a period of 2 (two) years, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 to December 31, 2013. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2012, the Lessee must notify the Lessor in writing no later than December 1, 2011 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.

8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$600.00 per year for a total of \$1,200.00 for a 4 x 6 interior wall sign.

BY: Wayne Mark MarketPlace Foods  
Lessee

DATE: 5/8/12

CITY OF GRAND RAPIDS (Lessor)

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
Shawn Gillen, City Administrator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0373      **Version:** 1      **Name:** Approve the amended invoice from the League of MN Cities Insurance Trust for the 2012 General Liability Insurance premium.

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

**File created:** 6/6/2012      **In control:** Administration

**On agenda:** 6/11/2012      **Final action:**

**Title:** Approve the amended invoice from the League of MN Cities Insurance Trust for the 2012 General Liability Insurance premium.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Revised General Liability Insurance](#)

Date	Ver.	Action By	Action	Result
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*Title*

Approve the amended invoice from the League of MN Cities Insurance Trust for the 2012 General Liability Insurance premium.

*Body*

**Background Information:**

At the May 10, 2012 City Council meeting, the City Council approved payment of the general liability insurance premium in the amount of \$201,816.00. Since that time, we have received a revised invoice in the amount of \$202,656.00, which is an increase in the amount of \$840.00. The premium was revised due to the following:

1. 2012 Mack Truck added;
2. Depot location deleted; and
3. The E&O charge for the Airport is for the City involvement/decision made in the airport operations and is not due to having the commission or board listed as an additional insured.

**Staff Recommendation:**

**Requested City Council Action**

Consider approving the amending invoice from the League of MN Cities Insurance Trust for the 2012 General Liability Insurance premium in the amount of \$202,656.00, which is \$840.00 more than originally approved.



Wells Fargo  
 Insurance Services USA, Inc.  
 220 NW First Ave.  
 Grand Rapids, MN 55744

Direct: 218 326 9404  
 Fax: 218 326 1432  
 www.wellsfargo.com/wfis

May 23, 2012

**REVISED**

**PREPARED FOR**

**CITY OF GRAND RAPIDS**

**PREMIUM BREAKDOWN FOR 1-1-12/13**

<u>CITY HALL</u>		
BUILDING & CONTENTS (5)	\$	5,548.00
VEHICLE		100.00
MARINE		21.00
TOTAL	\$	5,669.00 ✓
 <u>ADMINISTRATION</u>		
MARINE	\$	35.00 ✓
 <u>FINANCE</u>		
MARINE	\$	77.00 ✓
 <u>FIRE DEPARTMENT</u>		
BUILDING & CONTENTS (4,22,51,66)	\$	2,453.00
VEHICLE		9,920.00
MARINE		686.00
TOTAL	\$	13,059.00 ✓
 <u>AIRPORT</u>		
BUILDING & CONTENTS (1,6,7,8,9, 24,27,29,30,61,67)	\$	18,513.00
VEHICLE		2,506.00
MARINE		4,282.00
TOTAL	\$	25,301.00 ✓

Together we'll go far



<u>ENGINEER</u>		
MARINE		\$ 58.00 ✓
<u>DOG POUND</u>		
BUILDING & CONTENTS (50)		\$ 4,212.00 ✓
<u>POLICE</u>		
BUILDING & CONTENTS (52,64)		\$ 993.00
VEHICLE		7,663.00
MARINE		607.00
TOTAL		\$ 9,263.00 ✓
<u>PUBLIC WORKS</u>		
BUILDING & CONTENTS (11,25,26,35,36,38,40, 42,43,53,71,72,73)		\$ 2,298.00
VEHICLE		9,254.00
MARINE		7,207.00
TOTAL		\$ 18,759.00
<u>RECREATION DEPARTMENT</u>		
BUILDING & CONTENTS (10,15,17,18,20,21,23,32,34, 35,39,41,44,47,48,49,63)		\$ 11,480.00
MARINE		93.00
TOTAL		\$ 11,573.00 ✓
<u>ARENA</u>		
BUILDING & CONTENTS (2)		\$ 8,952.00
MARINE		1,052.00
TOTAL		\$ 10,004.00 ✓
<u>CENTRAL SCHOOL</u>		
BUILDING & CONTENTS (3,45)		\$ 18,437.00 ✓
<u>LIBRARY</u>		
BUILDING & CONTENTS (28,46)		\$ 6,333.00 ✓
<u>BUILDING MAINTENANCE</u>		
VECHILE		\$ 170.00 ✓





Wells Fargo  
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 220 NW First Ave.  
 Grand Rapids, MN 55744

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 Fax: 218 326 1432  
[www.wellsfargo.com/wfis](http://www.wellsfargo.com/wfis)

<u>J C BUILDING</u>		
BUILDING & CONTENTS (19)	\$	100.00 ✓
 <u>GOLF COURSE</u>		
BUILDING & CONTENTS (11,12,13,14,31,62,65)		7,270.00
VEHICLE		187.00
MARINE		1,339.00
TOTAL	\$	8,796.00 ✓
 <u>SHOWBOAT</u>		
BUILDING & CONTENTS (16,54)	\$	777.00 ✓
 <u>TOWNSHIP HALL</u>		
BUILDING & CONTENTS (55)	\$	96.00 ✓
 <u>CEMETARY</u>		
BUILDING & CONTENTS (56,57,58,59,60)	\$	4,230.00 ✓
 <u>S. RIVER FRONT PARK</u>		
ANGEL OF HOPE STATUE (37)	\$	218.00 ✓
 <u>COMMUNITY DEVELOPMENT</u>		
MARINE	\$	9.00 ✓
 <u>STATE HAZARDOUS MATERIALS</u>		
VEHICLE	\$	1,595.00
MARINE	\$	264.00
TOTAL	\$	1,859.00 ✓
 <u>BLANKET DISHONESTY/FAITHFUL PERFORMANCE</u>		
BOND	\$	1,277.00 ✓





Wells Fargo  
 Insurance Services USA, Inc.  
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Direct: 218 326 9404  
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[www.wellsfargo.com/wfis](http://www.wellsfargo.com/wfis)

LIABILITY

GENERAL LIABILITY	\$ 35,064.00
STREETS	1,204.00
ERRORS & OMISSIONS-CITY	6,724.00
INDEPENDENT CONTRACTORS	1,406.00
GOLF COURSE	10,051.00
ARENA	5,290.00
RECREATION DEPARTMENT	705.00
ERRORS & OMISSIONS - AIRPORT	512.00
AIRPORT LIABILITY/LESSORS RISK	1,388.00
OPEN MEETING LAW	Included
TOTAL	\$ 62,344.00

**TOTAL ANNUAL PREMIUM \$ 202,656.00\*\***

\*\* Premium revised due to the following:

1. 2012 Mack Truck added
2. Depot location deleted
3. The E&O charge for the Airport is for the City involvement/decision made in the airport operations and is not due to having the commission or board listed as an additional insured.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0374      **Version:** 1      **Name:** Appointment of Election Judges  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/6/2012      **In control:** Administration  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Adopt a resolution appointing judges for the Primary and General elections to be held on Tuesday, August 14, 2012 and Tuesday, November 6, 2012, respectively and authorize staff to advertise and fill four positions for Election Judge Trainees.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Election Judge Resolution](#)

Date	Ver.	Action By	Action	Result
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### Title

Adopt a resolution appointing judges for the Primary and General elections to be held on Tuesday, August 14, 2012 and Tuesday, November 6, 2012, respectively and authorize staff to advertise and fill four positions for Election Judge Trainees.

### Body

#### **Background Information:**

Attached is a list of individuals that have agreed to serve as election judges for the 2012 elections. All judges will receive the required training through the Itasca County Auditor's Office.

Each of our four precincts has four judges with one judge being designated as Head Judge. The Head Judge will receive \$11.00 per hour, and Judges will receive \$10.00 per hour. Judges will be paid for training time and hours served on election days. Some Judges will work extra hours serving as Judges for the local Health Care Facilities that require on-site voting and will be paid at their regular rate.

Minnesota State Statute allows for the appointment of Election Judge Trainees to participate in the election process. The requirements for trainees are as follows: Ages 16 or 17, enrolled in a Minnesota High School or be home schooled, be in good academic standing; and have permission from school and parents. Students must serve in the County where they reside and will receive the minimum wage of \$7.25 per hour. Trainees will be paid for training time and hours served on election days.

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

Adopt a resolution to appoint judges for the 2012 Primary & General Elections and authorize staff to advertise and fill four positions for Election Judge Trainees.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 12-

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRIMARY ELECTION OF AUGUST 14, 2012 AND THE GENERAL ELECTION OF NOVEMBER 6, 2012.

WHEREAS, a Primary Election will be held on August 14, 2012 and a General Election will be held on November 6, 2014; and

WHEREAS, polling places must remain open on those days from 7 a.m. to 8 p.m.; and

WHEREAS, the City must appoint and pay the wages of election judges to staff the polling place;

NOW, THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby appoints the following election judges for the August 14, 2012 Primary Election and the November 6, 2012 General Election:

**Precinct #1 – UNITED METHODIST CHURCH**

Cindy Eckert, Chair  
Barb Nalan  
Gale LeCompte  
Pam Casio

**Precinct #2 – FIRST EV. LUTHERAN CHURCH**

John Craig, Chair  
Sandy Chapin  
Jeraldine Olson  
Betty Denzel

**Precinct #3 – IRA CIVIC CENTER  
UPPER LEVEL**

Colleen Nardone, Chair  
Dorothy Pollard  
Leo LaLonde  
Michael Eckert

**Precinct #4 – ZION LUTHERAN CHURCH**

James Martinetto, Chair  
Karen Karls  
Dan Richter  
Lauren Lampi

**ALTERNATES:**

Tony Casio  
Katie Gillen  
Marsha Goslovich  
Glenda Holter  
Coral Nelson

BE IT FURTHER RESOLVED, that the City Council approves payment of an hourly wage of \$11.00/hour for Election Chairman and \$10.00/hour for Election Judge.

Adopted this 11<sup>th</sup> day of June, 2012.

ATTEST:

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

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

Councilor seconded the foregoing resolution and the following voted in favor thereof: Zabinski, Chandler, Christy, McInerney, Adams. Opposed: None, whereby the resolution was declared duly passed and adopted.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0375      **Version:** 1      **Name:** Resolution-Tax-exempt Revenue Note-MDI  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/6/2012      **In control:** Finance  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Consider adopting a resolution calling for a Public Hearing on July 9, 2012, on the Issuance of a Tax-exempt Manufacturing Facilities Revenue Note and Authorizing the Publication of a Notice of the Hearing for the Minnesota Diversified Industries Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Resolution-MDI Host City-Calling Public Hearing.pdf](#)

Date	Ver.	Action By	Action	Result
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### *Title*

Consider adopting a resolution calling for a Public Hearing on July 9, 2012, on the Issuance of a Tax-exempt Manufacturing Facilities Revenue Note and Authorizing the Publication of a Notice of the Hearing for the Minnesota Diversified Industries Project.

### *Body*

#### **Background Information:**

Minnesota State Statute gives municipalities the power to issue revenue notes to promote economically sound industry and commerce to prevent emergence of blighted and marginal lands and areas of chronic unemployment.

The City of Hibbing has undertaken a program to assist in financing a project for Minnesota Diversified Industries, Inc., (MDI) a non-profit, that has offices in Hibbing and Grand Rapids. They propose to finance a Project consisting of the refinancing of the facilities located at 1937 4th Avenue East in Hibbing, and 825 Lily Lane in Grand Rapids. The maximum estimated principal amount of the Note to be issued to finance the Project is \$5,500,000. Since one of the facilities is located in the City of Grand Rapids, the City is considered a host city, and must have a public hearing on the issuance.

The note or other obligation will not constitute a charge, lien or encumbrance upon any property of the City and such obligation will not be a charge against the general credit or taxing powers of the City but will be payable from sums to be paid by the Borrower pursuant to a revenue agreement.

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

Consider adopting a resolution calling for a Public Hearing on July 9, 2012, on the Issuance of a Tax-exempt Manufacturing Facilities Revenue Note and Authorizing the Publication of a Notice of the Hearing for the Minnesota Diversified Industries Project.

Extract of Minutes of a Meeting of the  
City Council of the  
City of Grand Rapids, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held at the City Hall in said City on Monday, the 11<sup>th</sup> day of June, 2012, at 5:00 o'clock P.M.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION CALLING FOR A PUBLIC HEARING ON  
THE ISSUANCE OF A TAX-EXEMPT MANUFACTURING FACILITIES  
REVENUE NOTE AND  
AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING  
(MINNESOTA DIVERSIFIED INDUSTRIES PROJECT)

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

RESOLUTION CALLING FOR A PUBLIC HEARING ON  
THE ISSUANCE OF A TAX-EXEMPT MANUFACTURING FACILITIES REVENUE NOTE AND  
AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING  
(MINNESOTA DIVERSIFIED INDUSTRIES PROJECT)

(a) WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1651, relating to municipal industrial development (the "Act"), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

(b) WHEREAS, the City of Grand Rapids, Minnesota ("Grand Rapids"), has received from Minnesota Diversified Industries, Inc., MDI Commercial Services, and MDI Government Services, each a Minnesota nonprofit corporation and 501(c)(3) organization (collectively, the "Borrower"), a proposal that the City of Hibbing, Minnesota (the "Issuer") undertake a program to assist in financing, among other things, a Project described in Exhibit A, a portion of which is located in Grand Rapids, through the issuance of a revenue note or obligation (in one or more series) (the "Note") pursuant to the Act; and

(c) WHEREAS, Grand Rapids has been advised that a public hearing and City Council approval of the financing of the Project is required under the Act and Section 147(f) of the Internal Revenue Code because a portion of facilities to be financed by the Note is located in Grand Rapids:

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

1. A public hearing on the proposal of the Borrower will be held at the time and place set forth in the Notice of Public Hearing attached hereto as Exhibit A.
2. The City Clerk is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of Grand Rapids and a newspaper of general circulation available in Grand Rapids, not less than 14 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice of Public Hearing.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this 11<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

STATE OF MINNESOTA  
COUNTY OF ITASCA  
CITY OF GRAND RAPIDS

I, the undersigned, being the duly qualified and acting City Clerk of the City of Grand Rapids, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on the approving the issuance of a revenue obligation for a project in the City.

WITNESS my hand this \_\_\_\_ day of June, 2012.

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



EXHIBIT A

NOTICE OF PUBLIC HEARING  
ON A PROPOSAL FOR THE ISSUANCE OF A  
TAX-EXEMPT MANUFACTURING FACILITIES REVENUE NOTE FOR THE  
MINNESOTA DIVERSIFIED INDUSTRIES PROJECT

Notice is hereby given that the City Council of the City of Grand Rapids, Minnesota (the "City") will meet at the City Hall, 420 N. Pokegama Avenue in the City, at 5:00 p.m. on Monday, July 9, 2012 to consider giving host approval to the issuance by the City of Hibbing, Minnesota ("Issuer") of a revenue obligation, in one or more series, under Minnesota Statutes, Sections 469.152 through 469.1651 (the "Act"), in order to finance the cost of a project located in the City.

Minnesota Diversified Industries, Inc., MDI Commercial Services, and MDI Government Services, each a Minnesota nonprofit corporation and 501(c)(3) organization (collectively, the "Borrower"), propose to finance a Project consisting of the refinancing of the Borrower's facilities located at 1937 4<sup>th</sup> Avenue East, Hibbing, Minnesota and 825 Lily Lane, Grand Rapids, Minnesota. The Project is owned and operated by the Borrower.

The maximum estimated principal amount of the Note to be issued to finance the Project is \$5,500,000.

The note or other obligation, as and when issued, will not constitute a charge, lien or encumbrance upon any property of the City and such obligation will not be a charge against the general credit or taxing powers of the City but will be payable from sums to be paid by the Borrower pursuant to a revenue agreement.

At the time and place fixed for the Public Hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. Written comments will be considered if submitted at the above City office on or before the date of the hearing.

[Publish no later than June 25, 2012]



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0378      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/7/2012      **In control:** Administration  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Appointment of Michael Liebel to the position of 2nd Assistant Fire Chief for the Grand Rapids Fire Department.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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### Title

Appointment of Michael Liebel to the position of 2nd Assistant Fire Chief for the Grand Rapids Fire Department.

### Body

#### Background Information:

At the May 14, 2012 City Council meeting, the Council authorized City staff to post and interview for the vacancies as they occur and bring back recommended appointments to the positions that will need to be filled due to A.J. Morse's resignation as the 1st Assistant Fire Chief with the Grand Rapids Fire Department.

At the May 29, 2012 City Council meeting, the Council approved the hiring of Bryan Zuehlke from 2nd Assistant Fire Chief to 1st Assistant Fire Chief, which left another vacancy. The posting and interviews have been completed for the position of 2nd Assistant Fire Chief, and based on the results, we are recommending the City Council appoint Michael Liebel to the vacant position effective June 12, 2012.

Mike Liebel has been a Firefighter with the City of Grand Rapids since September 1998. In January 2009, he was appointed to the position of Hazmat Training Assistant and then to the position of Captain in October 2010.

#### Requested City Council Action

Consider appointing Michael Liebel to the position of 2nd Assistant Chief effective June 12, 2012 at a starting salary of \$382.20 per month.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0377      **Version:** 1      **Name:** Enter into agreement with Great Northern Services Inc.  
**Type:** Agenda Item      **Status:** Information Technology  
**File created:** 6/7/2012      **In control:** Information Technology  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Enter into agreement with Great Northern Services Inc.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [GNS Proposal 2012-158-01 - City of Grand Rapids Support Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Enter into agreement with Great Northern Services Inc.

*Body*

**Background Information:**

In order to facilitate completion of the 2nd phase of the City/GRPUC network merger, we need to enter into an agreement with Great Northern Services Inc. to perform some configuration changes on our switching network.

**Requested City Council Action**

Allow the IT Department to enter into an agreement for service with Great Northern Services Inc and authorize the Mayor to sign the necessary documents.

394 Lake Ave S, Suite 320A  
Duluth, MN 55802  
www.GNSconsulting.com



Office: (218) 722-8231  
Fax: (218) 623-6192  
Info@GNSconsulting.com

June 6, 2012

Erik Scott  
City of Grand Rapids  
420 North Pokegama Ave.  
Grand Rapids, MN 55744

2012 Support Proposal # 2012-158-01

Dear Erik :

We are providing you with Great Northern Services, Inc.'s 2012 professional services, consulting and support rates for your reference and acceptance. Also, the following areas are addressed: service expectations, payment terms, expenses, and additional terms.

Discounting levels for your organization's support contract will be based on previous experience with your organization including but not limited to: volume of services, value of services, diversity of services, length of service, value proposition, referrals, and loyalty. The support rates provided will show both the discounted rates that will apply upon your acceptance of this proposal and the non-contract rates that will apply if you choose not to accept this proposal.

The "Acceptance of Proposal" section follows where an authorized signature and Purchase Order are required for any work to begin in 2012. Verbal Orders will not be accepted. This proposal is valid for 30 Calendar days. The rates stated below DO NOT apply to projects/proposals that have been:

- Submitted and awaiting approval/acceptance (note that all quotations/proposals are valid for thirty (30) calendar days following the date of submittal).
- Any projects that have been previously accepted and are currently in-progress.
- Specifically negated on a long term contract basis or per project basis.

Thank you for the opportunity of providing you with this proposal. If you should have any questions regarding this document, feel free to contact me via phone, 218-590-3534; or email, GaryH@GNSconsulting.com. We hope to build a quality relationship with you that will continue far into the future!

Sincerely,

A handwritten signature in black ink, appearing to read "G. Hopp", written over a white background.

Gary Hopp  
Account Representative



## 2012 Professional Services and Support Rates

January 1, 2012 through December 31, 2012

Professional Service Descriptions	Hourly Non-Contract Support Rate	Hourly Contract Rate with a 25% Discount Applied
<b>Enterprise Consultants</b> - Certified Professionals with 20+ years of field experience in large Heterogeneous Environments.	\$212.95	\$ 159.71
<b>Senior Certified Consultants</b> - Certified Professionals with 10+ years of field experience across Multiple Platforms.	\$194.87	\$ 146.15
<b>Certified Consultants</b> - Certified Professionals with 5+ years of field experience in Multiple Networks, Applications, or Operating Systems.	\$176.68	\$ 132.51
<b>Certified Professionals</b> - Certified Professionals with 2+ years of field experience in Network Support, Applications, or Operating Systems.	\$158.60	\$ 118.95
<b>Network Technicians</b> - Professionals with less than 2 years of field experience in Network Support, Applications, or Operating Systems.	\$106.02	\$ 79.52
<b>Support Specialists</b> - Project, Remote, Testing, Documentation, Applications, and Operating Systems support.	\$66.64	\$ 49.98

### On Call Services

On-Call services are available to our clients. Normal hourly services rates apply once the service professional is called on duty by the client. If we fail to meet our response time guarantees during any 15-day billing cycle, we will credit the customer's account with an amount equal to the billing cycle's On-Call retainer fee.

Tier 1 On-Call services include: 7x24x365 one-hour guaranteed response time for telephone and remote support, two-hour guaranteed response time for on-site support within 60 miles of Duluth. Tier 1 On-Call services are \$550 per week or \$1,600 per month.

Tier 2 On-Call services include: 7x24x365 two-hour guaranteed response time for telephone and remote support, four-hour guaranteed response time for on-site support within 60 miles of Duluth. Tier 2 On-Call services are \$450 per week or \$1,300 per month.

Tier 3 On-Call services include: 7x9x365 (8:00am-5:00pm) three-hour guaranteed response time for telephone and remote support, next-day guaranteed response time for on-site support. Tier 3 On-Call services are \$350 per week or \$1000 per month.

Tier 4 On-Call services include: 5x9 (8:00am-5:00pm, Monday-Friday, excluding national holidays) four-hour guaranteed response time for telephone and remote support, next-business day guaranteed response time for on-site support. Tier 4 On-Call services are \$200 per week or \$550 per month.



## **Professional Services & Support Expectations**

The purpose of this contract is to provide technology assistance and support for the client on a requested hourly basis. Requests, by an authorized employee of the client, can be made verbally or in a written format. All requests will be handled on a first come first serve basis with non-guaranteed response times. Every effort will be made to respond to non-guaranteed requests in an efficient and timely manner. For guaranteed response times, a client can request On-call Support Services.

### City of Grand Rapids :

- Understands that actual costs may vary due to the complexities and variables of this service and support agreement.
- To provide a single point of contact to act as the client's project manager during the course of this service and support agreement.
- Understands that Great Northern Services, Inc. may utilize anyone from our staff during this agreement, with one individual acting as the Project Manager, to maximize the client's benefit of using our services and help minimize the total service and support costs to the client. Great Northern Services, Inc. will assign the most appropriate individual to each task.
- To assist Great Northern Services, Inc. in defining roles, priorities and specific task items.
- To provide Great Northern Services, Inc. with the recommended hardware, software, network access, and facilities to allow for successful completion of all tasks defined by the client.
- Understands Great Northern Services, Inc. does not sell or supply hardware or software used to fulfill these services outlined in this proposal.
- Understands that Great Northern Services, Inc. and its employees and/or sub-contractors will treat all client information as company confidential.
- Understands that the services outlined in this proposal are provided subject to availability and project scheduling.
- Understands that all Great Northern Services, Inc. employees and/or sub-contractors will follow the Great Northern Services, Inc. code of ethics, consulting standards and practices, and standards of conduct.

### Great Northern Services, Inc.:

- To provide the appropriate personnel for services and support as requested. For instance, an Enterprise Consultant would not replace hard drives, fix monitors, etc.
- To provide services and support remotely and on-site in a timely fashion to meet the client's business needs and requirements.
- Work closely with your organization to control costs. This shall include but is not limited to: software requirements, hardware requirements and service requirements.



## Contractual Agreement

This Independent Contractor Agreement (“Agreement”) is made by and between Great Northern Services, Inc., a Minnesota corporation, (“GNS”), and City of Grand Rapids (“CLIENT”). By signing this agreement, the client agrees to the payment and additional terms stated herein.

1. **SERVICES.** GNS agrees to perform only the professional services and support tasks requested and authorized by the CLIENT.
2. **TERM.** GNS’s work on this Agreement will begin on the date of contract acceptance and shall continue until December 31, 2012.
3. **TERMS OF PAYMENT.** Invoices will be based on actual time and expenses including but not limited to the following: hours worked, travel time, applicable meal and incidental per diem expenses, and any other expenses incurred.
  - a. **RATES.** CLIENT agrees to pay GNS for services at the rates listed above in the Professional Services and Support Rates for any services performed.
    - i. For all on-site services, there shall be a one-hour minimum charge. If the services rendered exceeds one hour in duration, the CLIENT will be charged in .10 hour (six-minute) increments following the one-hour minimum.
    - ii. All remote and telephone support will be billed in 0.10 hour (six-minute) increments after a 0.10 hour (six-minute) minimum charge. This includes but is not limited to: consulting, technical services, email, discussions, questions/answers, research and/or documentation.
    - iii. There shall be a one-hour minimum charge for any remote or telephone support beyond Great Northern Services, Inc.’s normal business hours (Monday through Friday, 8am to 5pm, Central Standard Time).
    - iv. If services rendered exceeds one hour in duration, your account will be charged in 0.10 hour (six-minute) increments following the one-hour minimum. This includes but is not limited to: consulting, technical services, email, discussions, questions/answers, research and/or documentation.
  - b. **EXPENSES.** CLIENT will reimburse GNS for reasonable out-of-pocket travel expenses, including transportation, lodging, mileage, and meals incurred by GNS in performing the services described in this Agreement. GNS shall obtain CLIENT’s prior authorization before incurring any individual expense or cost in excess of two hundred fifty dollars (\$250.00).
    - i. Travel regardless of location, shall be billed in 0.10 (six-minute) increments with a 0.10 hour (six-minute) minimum charge. Travel time shall be billed at 50% of the professional’s rate per hour. The only exception to billable travel is when any individual Great Northern Services, Inc. professional provides at least 5-consecutive 8-hour days of service at the Client site. Under this circumstance, no travel time will be charged.
    - ii. Mileage charges will not be applied if travel time charges are applicable. All other mileage will be billed at IRS’s standard mileage rate).
    - iii. Meals and Incidentals: Billed at IRS per diem rates (typically \$46/day for most cities).
    - iv. Hotel/Motel Expenses: Actual amount billed with documentation included.
    - v. Air Travel: Amount based on actual “Coach Class” rates billed with documentation included.
    - vi. Car Rental: Amount based on actual “Mid-Sized” rates billed with documentation included.
  - c. **PAYMENT OF INVOICES.** Invoices will be submitted to the CLIENT bi-monthly. All undisputed invoices shall be paid by the CLIENT within fifteen (15) days of the date of the



invoice (NET/15). If the invoice has an error, then the parties shall work together to resolve such error. Payments not made within such period of time shall be subject to monthly late charges equal to one and one-half percent (1.5%) or annual charges equal eighteen percent (18%) of the overdue amount. On unpaid invoices exceeding thirty calendar days of the term, GNS may suspend all services (scheduled and/or non-scheduled) on seven (7) days' written notice until overdue amounts are paid in full. CLIENT agrees that it shall be liable for all collection costs, including reasonable attorney fees, incurred by GNS in collecting overdue amounts. The parties agree that the records for the services and the invoicing may be subject to audit by either party for quality assurance and for accuracy upon reasonable notice to the other party.

**4. TERMINATION.**

- a. **Termination Without Cause.** Either Party may terminate this Agreement without cause at any time upon 60 days' prior written notice to the other Party, or at any time by mutual agreement of the parties.
- b. **Termination With Cause.** This Agreement may be terminated by either Party upon written notice to the other in the event the other Party breaches this Agreement and fails to cure the breach within 10 days of having been notified of the breach.
- c. **Immediate Termination.** Notwithstanding the foregoing provisions of this Article, this Agreement may be terminated immediately upon written notice by either Party to the other Party upon the occurrence of any of the following events:
  - i. any court or governmental agency determines that this Agreement violates any law or regulation;
  - ii. any change in ownership or control of either Party (including but not limited to either Party merging or consolidating with or being acquired by a third party), excepting corporate reorganizations;
  - iii. the filing by or on behalf of either Party of any voluntary or involuntary petition in bankruptcy, dissolution or liquidation;
  - iv. the assignment of 50% or more of the assets of either Party for the benefit of its creditors;
  - v. the cancellation or termination of either Party's general or professional liability insurance;
  - vi. any intentional misrepresentation of material facts or material circumstances by one Party to the other.
- d. **Effect of Termination.** Nothing contained in this Article shall affect or impair any rights or obligations arising prior to or at the time the termination of this Agreement.

Following the date of termination, each Party shall remain liable for any obligations or liabilities arising from its performance of (or its failure to perform) its obligations and duties under this Agreement prior to the date of termination.

5. **INDEPENDENT CONTRACTOR STATUS.** The parties agree that GNS shall perform its duties under this agreement as an independent contractor. Personnel employed or retained by GNS who perform duties related to this Agreement shall remain under the supervision, management, and control of the GNS. In order to assist it in carrying out its duties and responsibilities pursuant to this agreement, GNS may subcontract with, or otherwise engage in the services of, one or more third parties.
6. **LIMITED PROFESSIONAL SERVICES WARRANTY.** GNS warrants that its professional services will be performed in a work-person like and professional manner by appropriately qualified personnel. GNS further warrants and represents that all services shall be performed in accordance with any applicable federal, state and local laws and regulations. GNS makes no





warranty of any kind, whether express or implied, with regard to any third party products, third party content, or any software, equipment, or hardware obtained from third parties. GNS makes no representation or warranty that the operations of the Project will be error free or uninterrupted in all circumstances.

7. **PROFESSIONAL PERFORMANCE.** The performance of all Great Northern Services, Inc. professionals is highly subjective, but ultimately determined by the client. If the client determines the performance of their assigned service professional(s) is less than expected, the client must request a replacement professional(s) in writing. Great Northern Services, Inc. will then provide the client with another qualified professional within two business days. If the client is not satisfied with the performance or billing rate of the replacement professional, the client can request in writing termination of the existing service contract at the end of the next business day or the client can request in writing their request to renegotiate the existing contract.
8. **INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party for any and all claims, causes of action, and damages, including reasonable attorney fees and costs, arising from or related to the performance of their respective duties described in this Agreement.
9. **LIMITATION ON LIABILITY.** In no event shall either party be liable for any lost profits, lost savings or other incidental or consequential damages, even if it has been advised of the possibility of such damages. CLIENT hereby agrees that, to the fullest extent permitted by law, the total liability of GNS to CLIENT for any claim or loss arising out of the subject matter of this Agreement, whether such liability shall arise by reason of negligence, breach of contract, breach of warranty or any other cause, will be limited to the actual amount of the fees paid for services under this Agreement.
10. **NON-ASSUMPTION OF LIABILITIES AND RISK.** GNS shall not, by entering into and performing this Agreement, assume, become liable for, or guarantee any of the existing or future obligations, liabilities, or debts of CLIENT. CLIENT shall not, by entering into and performing this Agreement, assume, become liable for, or guarantee any of the existing or future obligations, liabilities, or debts of GNS that are unrelated to its professional services and not included in this Agreement.
11. **COOPERATION.** Each Party agrees to cooperate with and assist the other Party with any claims, complaints, or investigations arising out of or in connection with the services provided under this Agreement. In addition, neither Party will voluntarily aid, assist or cooperate with any claims or plaintiffs or their attorneys or agents in claims or lawsuits against the other Party relating to this Agreement. Nothing in this Agreement shall be construed to prevent either Party from testifying at an administrative hearing, deposition or in court in response to a lawful subpoena in any litigation or proceeding involving the other Party.
12. **ASSIGNMENT.** The parties shall not assign or transfer any rights or obligations under this Agreement without the prior written approval of the other party.
13. **CONFIDENTIALITY.** The parties agree to hold each other's proprietary or confidential information in strict confidence. Each party agrees to take all reasonable steps to insure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents, or consultants in violation of the provision of this Agreement. Each party acknowledges that any use or disclosure of the other party's proprietary or confidential information, other than as specifically provided for in this Agreement, may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each party hereby



agrees that in the event of use or disclosure by the other party, other than as specifically provided for in this Agreement, the non-using or non-disclosing party may be entitled to equitable relief from a court of competent jurisdiction, in addition to any remedies at law. The Confidentiality provision of this Agreement will endure in perpetuity.

14. **NON-SOLICITATION.** The CLIENT agrees not to hire or solicit (nor attempt to hire or solicit), either directly or indirectly, through associates or third parties, any employee of GNS for a period of two (2) years from the date of completion of work under this Agreement. In the event of a breach, or threatened breach, of this provision, GNS shall be entitled to obtain equitable relief from a court of competent jurisdiction, in addition to any remedies at law.
15. **FORCE MAJEURE.** Except with regard to payment obligations, GNS shall be excused from overruns or delays in performing or from failing to perform its obligations under this agreement to the extent the delays or failures result from causes beyond the reasonable control of GNS, including, but not limited to: hardware supplied by the CLIENT that is not on the software vendors hardware compatibility list, incomplete delivery of hardware or software supplied by other third parties, incomplete or incorrect equipment or software installation and/or setup when not performed by GNS, CLIENT changes in project scope or specifications, compatibility of hardware or software not specifically recommended by GNS, failures or defects in equipment malfunctions or manufacturer(s) software, default of subcontractors or suppliers, default of third party vendors, acts of God or of the public enemy, U.S. or foreign government actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood, epidemic, and freight cargos. However, to be excused from delay or failure to perform, the party must act diligently to remedy the cause of the delay or failure.
16. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.
17. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
18. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
19. **RESERVATION OF RIGHTS.** A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
20. **NOTICES.** Every notice and demand required or permitted under the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's registered address. All notices shall be effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.



21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both GNS and CLIENT.
22. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.
23. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but which together shall constitute one agreement.



## **Acceptance of 2012 Professional Services and Support Rates**

*Note: This must be completed and submitted to Great Northern Services, Inc. before any work commences.*

2012-158-01  
*Support Project Number*

\_\_\_\_\_  
*Printed Client Representative Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Purchase Order or Authorization Number*  
*(If you are using a purchase order, please send a copy to Great Northern Services, Inc.)*

Submitted by:

\_\_\_\_\_  
*GNS Representative Signature*

June 6, 2012  
*Date*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0360      **Version:** 1      **Name:** Appointment of Police Officer to the position of Police Sergeant.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 6/5/2012      **In control:** Administration  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Appointment of Police Officer to the position of Police Sergeant.  
**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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*Title*

Appointment of Police Officer to the position of Police Sergeant.

*Body*

**Background Information:**

At the January 18, 2012 City Council meeting, the City Council authorized the posting of a new Police Sergeant position from January 24, 2012 until February 13, 2012. We received four letters of interest, and all four applicants tested for the position. On April 10, 2012 interviews were conducted and a meeting was held by the Police Civil Service Commission. At that meeting, the Police Civil Service Commission placed the following applicants on an eligibility list (in alphabetical order):

1. Brian Mattson
2. Jeremy Nelson
3. Robert Stein

**Staff Recommendation:**

A recommendation has been made by the Police Chief to appoint Officer Robert Stein to the vacant position of Patrol Sergeant effective June 12, 2012.

**Requested City Council Action**

Consider appointing Officer Robert Stein to the position of Police Sergeant effective June 12, 2012 as recommended by the Police Chief.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

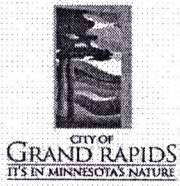
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**File #:** 12-0369      **Version:** 1      **Name:** Board & Commission Minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 6/6/2012      **In control:** Administration  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Acknowledge minutes for Boards & Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [April 25, 2012 Human Rights](#)

Date	Ver.	Action By	Action	Result
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**Title**  
 Acknowledge minutes for Boards & Commissions.

18a.



# CITY OF GRAND RAPIDS

## Legislative Master

File Number: 12-0381

File ID: 12-0381

Type: Agenda Item

Status: Consent Agenda

Version: 1

Reference:

In Control: Administration

File Created: 06/08/2012

File Name: Rice separation agreement

Final Action:

Title: Approve Separation & Release Agreement with Building Official - Michael Rice.

Notes:

Sponsors:

Enactment Date:

Attachments: Separation and Release - Michael Rice

Enactment Number:

Contact:

Hearing Date:

Drafter:

Effective Date:

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/11/2012					

### Text of Legislative File 12-0381

Approve Separation & Release Agreement with Building Official - Michael Rice.

**SEPARATION AND RELEASE AGREEMENT BETWEEN  
CITY OF GRAND RAPIDS, MINNESOTA AND MICHAEL RICE**

This Separation and Release Agreement (hereinafter "Agreement") is made and entered into by and between the City of Grand Rapids, Minnesota (hereinafter the "City"), a municipal corporation, and Michael Rice.

**Recitals**

WHEREAS, Michael Rice has been employed by the City as Building Official.

WHEREAS, Michael Rice has a medical condition that has rendered him currently unable to meet all the qualification standards for or perform all the essential functions of the position of Building Official with or without reasonable accommodation; and

WHEREAS, the parties hereto have determined that it is in the best interests of all parties that Michael Rice separate from employment with the City by mutual agreement in accordance with the terms and conditions set forth below in this Agreement.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, the City and Michael Rice agree as follows:

**Article 1. Separation from Employment**

Michael Rice separates from employment with the City, effective the date this Agreement is executed, which will be Michael Rice's last day of employment with the City (hereinafter "Separation Date").

**Article 2. Consideration**

**Section 2.1. Separation and Payment**

In consideration for Michael Rice's separation from employment described in Article 1 and the waiver and release described in Article 3 of this Agreement, the City will do the following:

- A. Pay Michael Rice \$29,174.91, which is an amount equivalent to six months of salary at the rate of the salary he is earning as of the date this Agreement is executed, by payroll on the first payroll that is at least five calendar days after the expiration of the rescission period provided in Section 6.2 of this Agreement and subject to normal withholdings
- B. Will not exercise any right to contest Michael Rice's unemployment benefits, but under no circumstances will the City's submittal of information to the State of Minnesota (hereinafter "State") related to his



unemployment benefits required to be submitted by the State be construed as a "contest."

**Section 2.2. No Other Compensation or Benefits**

The compensation and benefits described in this Article are the full and final compensation and benefits for any and all claims arising out of Michael Rice's employment with the City. City will not provide Michael Rice any compensation or benefits other than those provided in section 2.1 of this Agreement or as otherwise required by law.

**Article 3. Michael Rice's Waiver and Release**

**Section 3.1.** Michael Rice knowingly and voluntarily waives his right to pursue and releases Employer and its affiliated bodies, officers, officials, employees, agents or other constituents from any and all grievances, claims, demands, actions, hearings, liability, damages or rights of any kind, whether known or unknown, that he has asserted or may assert, directly arising out of or resulting from acts or occurrences that occur related to Michael Rice's employment with City or separation therefrom, including, but not limited to, those grievances, claims, demands, actions, liability, damages or rights of any kind arising under Employer's charter, ordinances or personnel policies, Veterans Preference Act, Minnesota Human Rights Act, Title VII of the Civil Rights Act, Family and Medical Leave Act (hereinafter "FMLA"), Americans with Disabilities Act, Rehabilitation Act of 1973, Minnesota Workers' Compensation Act, Public Employment Labor Relations Act, Minnesota Occupational Health and Safety Act, Minnesota Whistleblower Act, Age Discrimination in Employment Act (hereinafter "ADEA"), the Minnesota and federal Fair Labor Standards Acts (hereinafter "FLSA"); Minnesota Government Data Practices Act, Minnesota Open Meeting Law and common law.

**Section 3.2.** The waiver and release in Section 3.1 of this article does not apply to the following: (1) rights under the FMLA, unless there is required involvement of the federal Department of Labor or a court of competent jurisdiction; (2) payment of unpaid overtime, unpaid minimum wage, and liquidated damages under the federal FLSA, unless there is required involvement of the federal Department of Labor or a court of competent jurisdiction; (3) rights to file a charge or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (EEOC), but this does not exclude the waiver or release of the right to recover Michael Rice's relief including, but not limited to, back pay, front pay, reinstatement, attorneys' fees, and/or punitive damages, in any administrative or legal action whether brought by the EEOC or other civil rights enforcement agency, Michael Rice, or any other party; (4) rights to unemployment benefits or any other rights under the Minnesota Unemployment Insurance Law; (5) any claim for workers' compensation

only to the extent such benefits are awarded by a state agency or agreed upon consistent with state law; (6) statutory rights, if any, to indemnification from Employer for claims brought against Michael Rice in his capacity as an Michael Rice or agent of Employer; (7) right under the Uniformed Services Employment and Reemployment Rights Act; (8) rights under the Consolidated Omnibus Reconciliation Act of 1985, as amended; (9) right to challenge the knowing and voluntary nature of this Release under the ADEA; (10) right to assert claims that are based on events occurring after this Agreement becomes effective; and (11) any other right that can not be released by law.

**Article 4. Prohibition on Disclosing Certain Data or Making Certain Statements**

Michael Rice will not release, discuss, or comment on the following data: (1) not public, nonpersonnel City data; or (2) private data that identifies other City employees. Michael Rice will not make any disparaging or defamatory statements concerning any aspect of his employment relationship with City to the extent such statements are not protected speech. City will not make any disparaging or defamatory statements concerning any aspect its employment relationship with Michael Rice.

**Article 5. No Reemployment**

Following the Separation Date, Michael Rice is not entitled to any reinstatement or reemployment with the City.

**Article 6. Consideration and Rescission**

**Section 6.1.** Michael Rice has 21 days from the date he receives this Agreement in which to consider this Agreement pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34.

**Section 6.2.** Michael Rice has the right to rescind the release of the claims set forth in Article 3 of this Agreement with regard to claims arising under the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41, within 15 calendar days of execution of this Agreement, and with regard to his rights arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34, within 7 calendar days of execution of this Agreement. The two rescission periods shall run concurrently. In order to be effective, the rescission must:

- A. Be in writing;
- B. Be delivered to Shawn Gillen, City Administrator, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and

- C. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to Mr. Gillen, as set forth above, and sent by certified mail, return receipt requested.

If Michael Rice rescinds this Agreement in accordance with this article, he will not receive the payments set forth in Section 2.1 of this Agreement.

#### **Article 7. Entire Agreement**

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

#### **Article 8. Amendment, Modification, or Termination**

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

#### **Article 9. Governing Law and Severability**

**Section 9.1.** This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**Section 9.2.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

#### **Article 10. No Precedent, Past Practice or Other Acknowledgment**

This Agreement is solely for the purposes of resolving the matters described in this Agreement. The terms of this Agreement do not have any precedential value beyond this Agreement.

#### **Article 11. No Liability or Wrongdoing**

Neither City or Michael Rice admits to any legal liability or violation of any contract or law, nor that it has engaged in any wrongdoing in this matter. Nothing in this Agreement shall be construed to be an admission by either City or Michael Rice of any liability, violation or wrongdoing.

**Article 12. Attorney's Fees, Costs, and Disbursements**

Each party is responsible for its/his attorney's fees, costs, and disbursements in reaching this Agreement and no party will seek an award of attorney's fees, costs, or disbursements against a party hereto incurred in reaching this Agreement.

**Article 13. Binding Effect and No Assignment**

This Agreement is binding upon, and inures, to the benefit of the successors, executors, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

**Article 14. Counterparts**

This Agreement may be executed in counterparts. Facsimile or photocopied signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.

**Article 15. Representations of Parties**

The respective parties hereto hereby represent that this Agreement has been duly authorized and, upon execution, will constitute a valid and binding contractual obligation, enforceable in accordance with its terms, of each of the parties hereto

**Article 16. Headings**

The headings of the paragraphs of this Agreement are not binding and are for reference only and do not limit, expand or otherwise affect the contents of this Agreement

**Article 17. Remedies**

In the event that Michael Rice breaches his obligations under this Agreement or City learns that his representations and warranties contained in this Agreement are false, City shall have the right to bring a legal action for appropriate equitable relief, damages, and reasonable attorneys' fees, suspend payment of the compensation set forth in Section 2.1 of this Agreement and to recover, in addition to any equitable relief and damages allowed by law, payments Michael Rice has received under this Agreement.

**Article 18. Voluntary and Knowing Action**

Michael Rice acknowledges that: (1) he has read and understands the contents of this Agreement; (2) he has been given a fair opportunity to discuss and negotiate the terms of this Agreement; (3)

he is advised to consult an attorney before signing this Agreement; (4) he retained an attorney who consulted with him on this Agreement before he signed it; (5) he agrees with the Agreement's provisions and is voluntarily and without duress entering into this Agreement; and (6) he has been given at least 21 days to consider this Agreement. If Michael Rice signs the Agreement before the expiration of the 21-day period, it is because he has decided voluntarily that he does not need any additional time to decide whether to sign the Agreement.

**Article 19. Execution and Effective Date**

This Agreement is not executed until the latest date affixed to the signatures below. This Agreement will be effective upon the expiration of the 15-day period provided in Sections 7.2 of this Agreement if it is not otherwise rescinded in accordance with that section.

  
\_\_\_\_\_  
Michael Rice

Dated: 6-7-12

**Accepted on behalf of the City of Grand Rapids**

By: \_\_\_\_\_  
Its Mayor

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

By: \_\_\_\_\_  
Its City Clerk

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





# CITY OF GRAND RAPIDS

## Legislative Master

File Number: 12-0382

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<b>File ID:</b> 12-0382	<b>Type:</b> Agenda Item	<b>Status:</b> ATS Review
<b>Version:</b> 1	<b>Reference:</b>	<b>In Control:</b> Engineering
		<b>File Created:</b> 06/11/2012
<b>File Name:</b> CP 2011-6 Easements		<b>Final Action:</b>
<b>Title:</b> Permanent and temporary easements related to CP 2011-6, Horseshoe Lake Road Improvements.		

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 6-11-12 Attachment CP 2011-6 Easements.pdf

**Enactment Number:**

**Contact:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

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Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 12-0382

Permanent and temporary easements related to CP 2011-6, Horseshoe Lake Road Improvements.

**Background Information:**

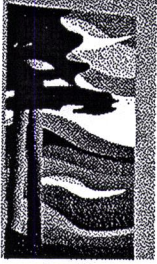
Attached are permanent and temporary easements related to CP 2011-6, Horseshoe Lake Road Improvements. The easements are with Yunk, Houwman, Bodin, Shank, Illies, and Wilson. The total payment amount is \$35,879.00.

**Staff Recommendation:**

City staff is recommending the purchase of permanent and temporary easements related to CP 2011-6, Horseshoe Lake Road Improvements in a total amount of \$35,879.00.

**Requested City Council Action**

Consider the purchase of permanent and temporary easements related to CP 2011-6, Horseshoe Lake Road Improvements in a total amount of \$35,879.00.



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

ENGINEERING DEPARTMENT

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

### OFFER LETTER

May 17, 2012

Anthony W. Yunk and Loretta M. Yunk  
1642 Maple Ridge Road  
Grand Rapids, MN 55744

In reply refer to: Purchasing Easement for construction of the Horseshoe Lake Road Improvements, City Project 2011-6

Dear Anthony W. Yunk and Loretta M. Yunk:

The City of Grand Rapids hereby submits to you an offer of **\$3,082.00**, for a permanent 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.

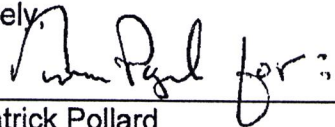
Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the proceeds you received from the City. You may need to report some of the proceeds on your tax return.




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.

  
\_\_\_\_\_  
Anthony W. Yunk

  
\_\_\_\_\_  
Loretta M. Yunk

\_\_\_\_\_  
\_\_\_\_\_

**LEGEND**

-  PROPOSED PERMANENT EASEMENT
-  EXISTING PRESCRIPTIVE EASEMENT
- PROPERTY LINES

PROPOSED 11' TRAIL

WEST LINE OF SW1/4-SE1/4 SEC 29

HORSESHOE LAKE ROAD

NORTH LINE OF S1/2-NW1/4-SW1/4-SE1/4 SEC 29

MAPLE RIDGE ROAD

33.00

YUNK  
91-029-4320

40.00'

VW-SW-SE  
SEC 29

SOUTH LINE NW1/4-SW1/4-SE1/4 SEC 29



Parcel Number	91-029-4320
Owner	Yunk
Area of Parcel	648,863.01 SF
Zoning	RR
Area of Proposed Permanent Easement	11,960.37 SF
Area of Existing Prescriptive Road Easement	6,111.46 SF
Area of Compensation (Permanent Easement)	6,848.91 SF

P:\E\G\GRAND\118053\4-prelim-dgn-rpts\exhibits\dwgs\exhibits\B-W\_Exhibits1-8.dwg 3/22/2012 3:50 PM eshannon



PHONE: 218.322.4500  
21 NE 5TH ST STE 200  
GRAND RAPIDS, MN 55744-2601  
www.sehinc.com

FILE NO.  
118053

DATE:  
3/30/2012

**YUNK EASEMENT  
HORSESHOE LAKE ROAD  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
NO. 8**



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

ENGINEERING DEPARTMENT

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

## OFFER LETTER

May 22, 2012

Evelyn Houwman (Owner), Ron Houwman (Power of Attorney)  
31565 Sunny Beach Road  
Grand Rapids, MN 55744

In reply refer to: Purchasing Easement for construction of the Horseshoe Lake Road Improvements, City Project 2011-6

Dear Ron Houwman:

The City of Grand Rapids hereby submits to you an offer of **\$2,895.00**, for permanent 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.**

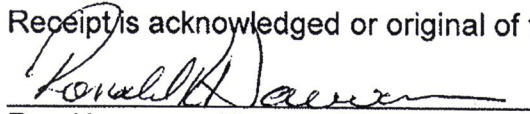
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Patrick Pollard  
Engineering Tech.

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



P.O.A.

Ron Houwman (Power of Attorney)

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

ENGINEERING DEPARTMENT

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

**OFFER LETTER**

May 22, 2012

Douglas S. Bodin and Jenny L. Bodin  
 1404 Horseshoe Lake Road  
 Grand Rapids, MN 55744

In reply refer to: Purchasing Easement for construction of the Horseshoe Lake Road Improvements, City Project 2011-6

Dear Douglas S. Bodin and Jenny L. Bodin:

Handwritten notes: 2,434.00 JP 5/25/12, \$16,934.00 5-25-12

The City of Grand Rapids hereby submits to you an offer of \$2,434.00, for a permanent 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 and \$14,500.00 for damages, related to an existing accessory structure within said easement, for a total offer of \$16,934.00.

As part of this offer you are required to remove your accessory structure off of the acquired Public Service and Infrastructure Easement and eliminate the grandfathered non-compliant issue related to said accessory structure, prior to August 1, 2012. Any remaining structure, after August 1, 2012, will be removed by the City.

Or;

The City of Grand Rapids hereby submits to you an offer of \$2,434.00, for a permanent 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 and \$3,000.00 for damages, related to an existing accessory structure within said easement, for a total offer of \$5,434.00.

As part of this offer you are required to remove your accessory structure off of the acquired Public Service and Infrastructure Easement and relocate accessory structure, prior to August 1, 2012, directly to the west of the existing location of said structure. The existing foundation slab can remain and will be removed by the City.

The City's appraisal of market value is based on appraisals made by the City and/or an independent appraiser. The damages were determined by averaging two independent contractor estimates. 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.

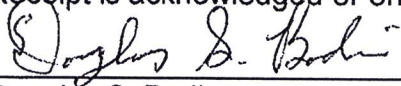
Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the proceeds you received from the City. You may need to report some of the proceeds on your tax return.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

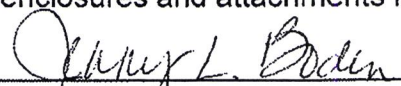
**Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.**

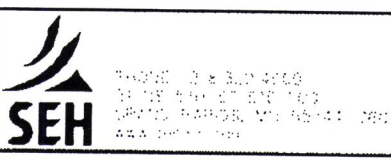
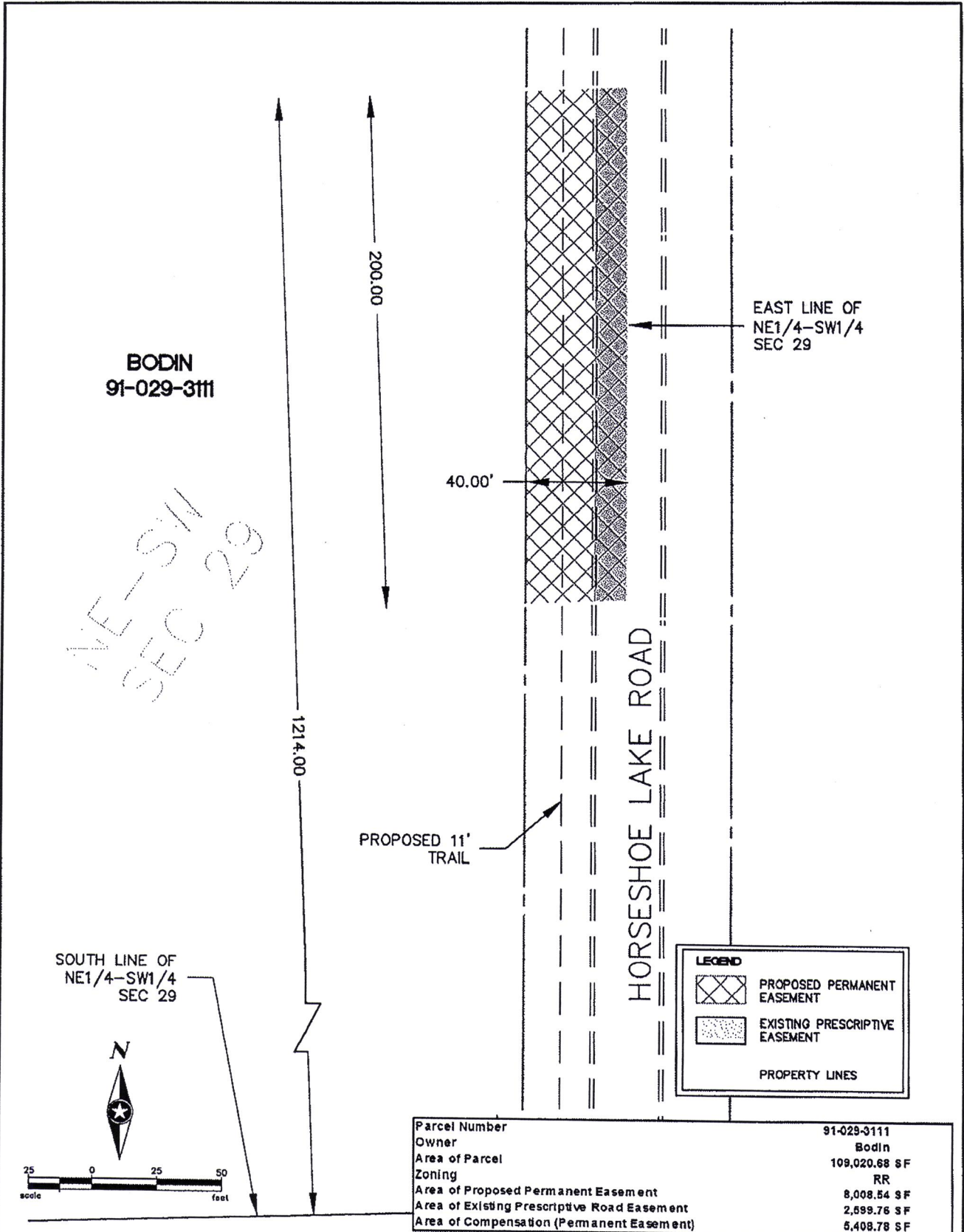
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,  
  
By: Patrick Pollard  
Engineering Tech.

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

  
Douglas S. Bodin

  
Jenny L. Bodin



FILE NO.  
118053

DATE:  
03/27/12

**BODIN EASEMENT**  
**HORSESHOE LAKE ROAD**  
**GRAND RAPIDS, MINNESOTA**

**EXHIBIT**  
**NO. 13**





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

ENGINEERING DEPARTMENT

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

## OFFER LETTER

May 24, 2012

Gene Shank and Betty Shank  
1155 Horseshoe Lake Road  
Grand Rapids, MN 55744

In reply refer to: Purchasing Easement for construction of the Horseshoe Lake Road Improvements, City Project 2011-6

Dear Gene Shank and Betty Shank:

The City of Grand Rapids hereby submits to you an offer of **\$1,476.00**, for a permanent 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.

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

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.

  
Gene Shank  
Betty Shank

---

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**LEGEND**

-  PROPOSED PERMANENT EASEMENT
-  EXISTING PRESCRIPTIVE EASEMENT
- PROPERTY LINES

PROPOSED 11' TRAIL

HORSESHOE LAKE ROAD

WEST LINE OF SW1/4-NE1/4 SEC 29


NORTH LINE OF SW1/4-NE1/4 SEC 29

SW-NE SEC 29


SHANK 91-029-1308

40.00

1003.00  
150.00




N



scale feet

Parcel Number	91-029-1308
Owner	Shank SF
Area of Parcel	55208.28
Zoning	R-1
Area of Proposed Permanent Easement	6,000.89 SF
Area of Existing Prescriptive Road Easement	2,721.31 SF
Area of Compensation (Permanent Easement)	3,279.58 SF



SEH  
 4000 1/2 10th Ave S  
 Grand Rapids, MN 55741  
 www.seh.com

FILE NO.  
118053

DATE:  
03/27/12

SHANK EASEMENT  
 HORSESHOE LAKE ROAD  
 GRAND RAPIDS, MINNESOTA

EXHIBIT  
NO. 27

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

ENGINEERING DEPARTMENT

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

## OFFER LETTER

May 22, 2012

John D. Illies and Patricia D. Illies  
1229 Horseshoe Lake Road  
Grand Rapids, MN 55744

In reply refer to: Purchasing Easement for construction of the Horseshoe Lake Road Improvements, City Project 2011-6

Dear John D. Illies and Patricia D. Illies:

The City of Grand Rapids hereby submits to you an offer of **\$3,244.00**, for a permanent 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

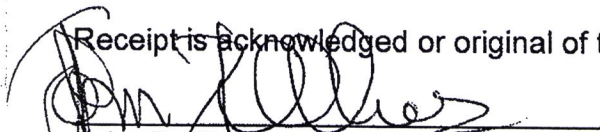
**Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.**

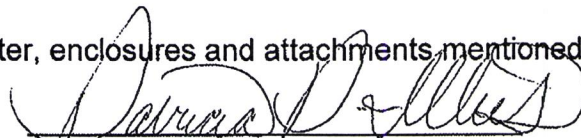
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,  


By: Patrick Pollard  
Engineering Tech.

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



  
John D. Illies

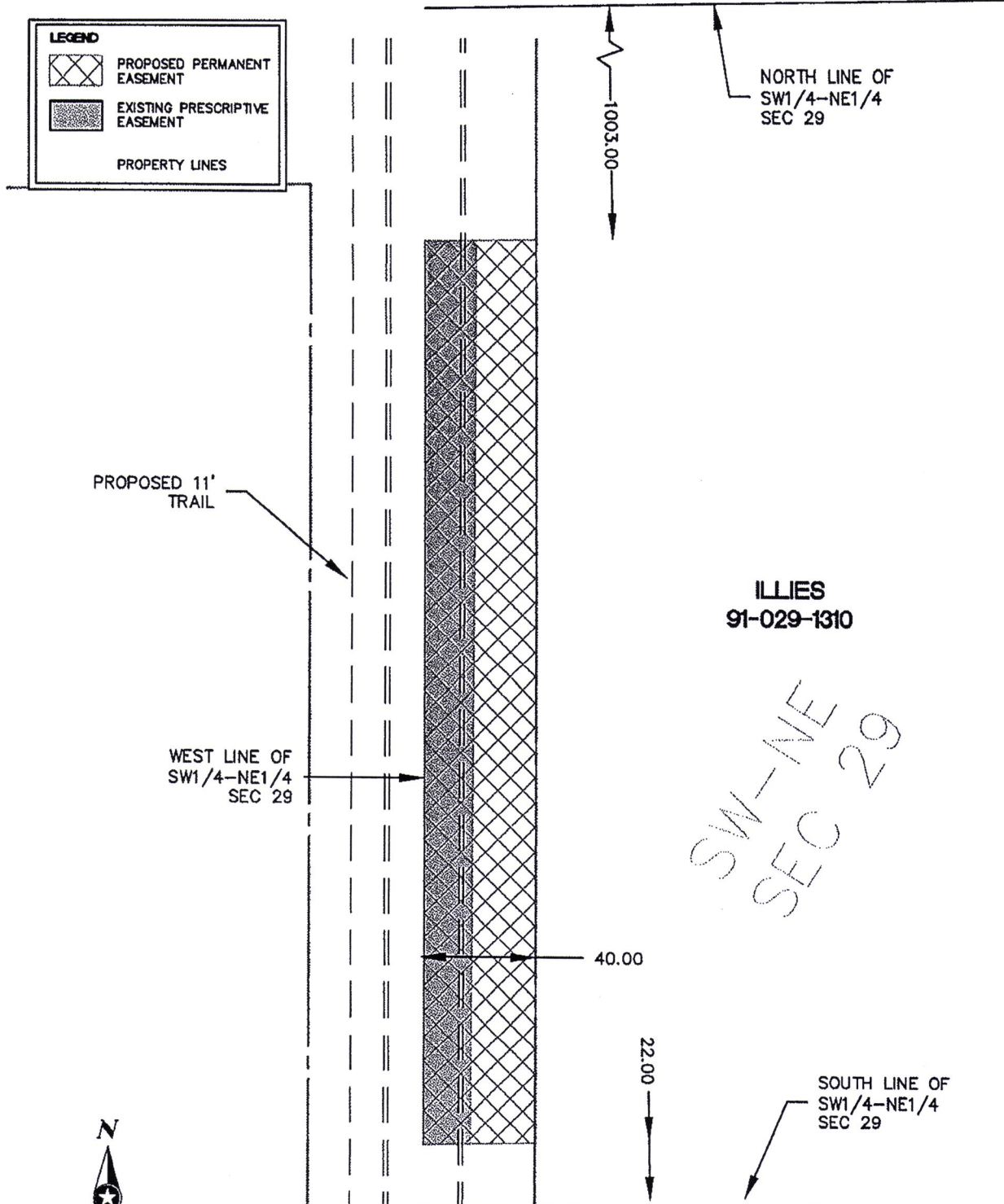
  
Patricia D. Illies

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**LEGEND**

-  PROPOSED PERMANENT EASEMENT
-  EXISTING PRESCRIPTIVE EASEMENT
- PROPERTY LINES



**ILLIES  
91-029-1310**

SW-NE  
SEC 29

Parcel Number	91-029-1310
Owner	Illies
Area of Parcel	118888.69 SF
Zoning	R-1
Area of Proposed Permanent Easement	12,856.93 SF
Area of Existing Prescriptive Road Easement	5,649.77 SF
Area of Compensation (Permanent Easement)	7,207.16 SF

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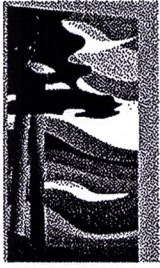
PHONE 216.337.4500  
 21 NE SIXTH ST SUITE 200  
 GRAND RAPIDS, MI 56714-3601  
 www.sehinc.com

FILE NO.  
118053

DATE:  
03/27/12

**ILLIES EASEMENT  
HORSESHOE LAKE ROAD  
GRAND RAPIDS, MINNESOTA**

**EXHIBIT  
NO. 26**



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

ENGINEERING DEPARTMENT

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

## OFFER LETTER

May 22, 2012

Mark L. and Kris Wilson  
201 Old Horseshoe Lake Road  
Grand Rapids, MN 55744

In reply refer to: Purchasing Easement for construction of the Horseshoe Lake Road Improvements, City Project 2011-6

Dear Mark L. and Kris Wilson:

The City of Grand Rapids hereby submits to you an offer of **\$8,248.00**, for a permanent 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.

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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

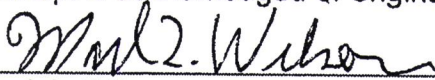
**Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.**

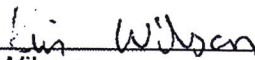
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,

  
By: Patrick Pollard  
Engineering Tech.

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



  
Mark L. Wilson

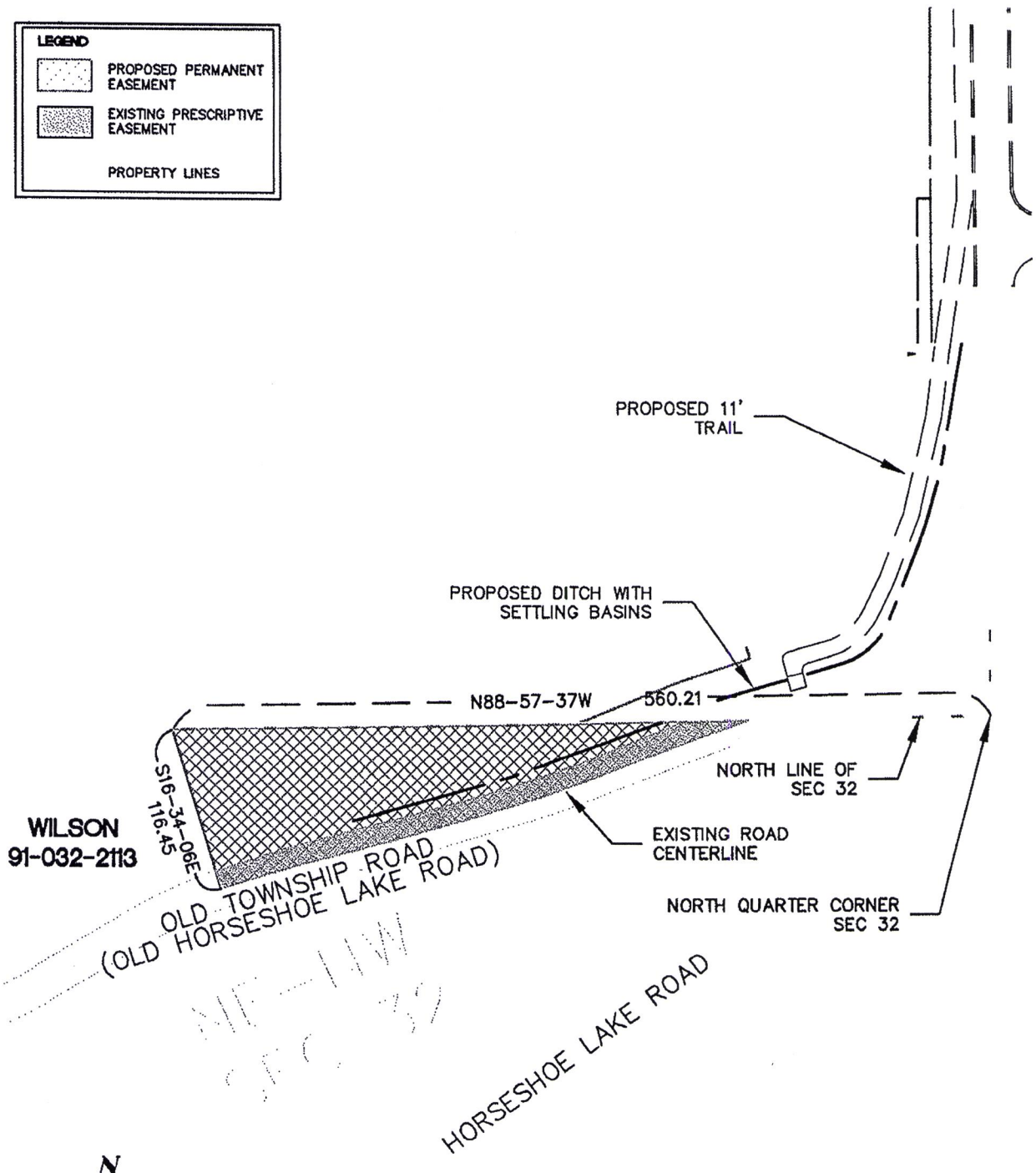
  
Kris Wilson

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LEGEND	
	PROPOSED PERMANENT EASEMENT
	EXISTING PRESCRIPTIVE EASEMENT
PROPERTY LINES	



Parcel Number	91-032-2113
Owner	Wilson
Area of Parcel	102,959.68 SF
Zoning	RR
Area of Proposed Permanent Easement	23,382.47 SF
Area of Existing Prescriptive Road Easement	5,053.71 SF
Area of Compensation (Permanent Easement)	18,328.76 SF



SEH  
 1000 1st Avenue  
 Grand Rapids, MN 55741  
 800-328-7777

FILE NO.  
 118053  
 DATE:  
 03/28/12

WILSON EASEMENT  
 HORSESHOE LAKE ROAD  
 GRAND RAPIDS, MINNESOTA

EXHIBIT  
 NO. 31

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CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION  
CONFERENCE ROOM 2B – 420 NORTH POKEGAMA AVENUE  
WEDNESDAY, APRIL 25, 2012 – 4:00 P.M.

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota, on Wednesday, April 25, 2012 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll, the following members were present: Commission Chair: Freeman, Commissioners: Hall, Dowell, Mundt, Learmont, Hendrickson, Weidendorf and Sanderson. Absent: Commissioner Hain.

Staff Present: Kimberly Johnson-Gibeau

1. **CALL TO ORDER:** The meeting was called to order by Chair Freeman at 4:00 p.m.

2. **SETTING OF REGULAR AGENDA:** Agenda accepted as presented.

3. **APPROVAL OF MINUTES:** February 29, 2012 regular meeting

**MOTION BY COMMISSIONER HALL, SECOND BY COMMISSIONER MUNDT TO APPROVE THE MINUTES OF FEBRUARY 29, 2012 AS PRESENTED. The following voted in favor thereof: Sanderson, Mundt, Weidendorf, Dowell, Freeman, Hall, Hendrickson and Learmont. Opposed: None, motion passed unanimously.**

4 **CORRESPONDENCE:** Thank you note from State Department of Human Rights.

5. **PUBLIC COMMENT:** None.

6. **OLD BUSINESS:**

a. Hate/Bias Crime Response Plan Follow Up.

Commissioner Sanderson met with City Administrator & City Attorney. Staff will work on development for hate/bias crime response plan for victims.

b. 2012 Goals Discussion – Schedule meeting

Discuss at next regular meeting. Plan for extended meeting time.

c. Accessibility Project Update – final brochure.

Reviewed posters and booklets. Plan distribution to area businesses.

d. Marriage Amendment Workshop Update..

Postponed due to weather. Would like to reschedule in fall. Would also like to reschedule with Commissioner Lindsey.

7. **NEW BUSINESS:**

a. Election of Officers.

**MOTION BY COMMISSIONER SANDERSON, SECOND BY COMMISSIONER HALL TO ELECT COMMISSIONER DARLENE FREEMAN AS COMMISSIONER CHAIR. The following voted in favor thereof: Sanderson, Mundt, Dowell, Freeman, Hall, Hendrickson, Weidendorf and Learmont. Opposed: None, motion passed unanimously.**

**MOTION BY COMMISSIONER FREEMAN, SECOND BY COMMISSIONER SANDERSON TO ELECT COMMISSIONER FRIEDA HALL AS COMMISSIONER VICE-CHAIR. The following voted in favor thereof: Sanderson, Mundt, Dowell, Freeman, Hall, Hendrickson, Weidendorf and Learmont. Opposed: None, motion passed unanimously.**

**MOTION BY COMMISSIONER SANDERSON, SECOND BY COMMISSIONER LEARMONT TO ELECT COMMISSIONER ANDY MUNDT AS COMMISSION SECRETARY/TREASURER. The following voted in favor thereof: Sanderson, Mundt, Dowell, Freeman, Hall, Hendrickson, Weidendorf and Learmont. Opposed: None, motion passed unanimously.**

8. **REPORTS ON CALLS AND INQUIRIES:** Discussed possible role in discrimination issue in Bigfork School.

9. **PENDING COMPLAINTS:** Nothing to report.

10. **OTHER:**

- Commissioner Dowell comments on the new Grace House facility, recommending Commission make time to tour.
- Commissioner Mundt provides update on Minnesotan's United.

The next regularly scheduled meeting will be May 30, 2012 at 4:00 p.m. unless otherwise noted.

11. **ADJOURN:**

There being no further business the following motion was made to adjourn the meeting:

**MOTION BY COMMISSIONER MUNDT, SECOND BY COMMISSIONER DOWELL TO ADJOURN THE MEETING AT 4:45 P.M. The following voted in favor thereof: Hall, Dowell, Freeman, Learmont, Hendrickson, Mundt, Weidendorf and Sanderson. Opposed: None; motion passed unanimously.**

Respectfully submitted,

Kimberly Johnson-Gibeau, City Clerk



CITY OF  
GRAND RAPIDS  
ITS IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0355      **Version:** 1      **Name:** IT Department Head Report  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 6/5/2012      **In control:** Information Technology  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** IT Department Head Report

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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*Title*

IT Department Head Report



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0380      **Version:** 1      **Name:** Civic Center Low Quote  
**Type:** Agenda Item      **Status:** Civic Center, Parks & Recreation  
**File created:** 6/7/2012      **In control:** Civic Center, Parks & Recreation  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Award low quote for wall removal and replacement at IRA Civic Center to Hawk Construction Inc. in the amount of \$14,600.00.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Hawk Construction Inc. Quote](#)  
[Hammerlund Construction Quote](#)

Date	Ver.	Action By	Action	Result
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**Title**

Award low quote for wall removal and replacement at IRA Civic Center to Hawk Construction Inc. in the amount of \$14,600.00.

*Body*

**Background Information:**

In response to requests for quotes to replace existing wood trim, caulk and paint north side wall above existing CMU on the west ice sheet, the received two quotes. Hammerlund Construction Inc. quoted \$15,420 and Hawk Construction Inc. quoted \$14,600.

Both quotes are attached.

**Staff Recommendation:**

Accept the low quote by Hawk Construction.

**Requested City Council Action**

Consider awarding the low quote to Hawk Construction for wall removal and replacement at the IRC Civic Center in the amount of \$14,600.



**1833 West Highway #2  
Grand Rapids, MN 55744**

# Proposal Letter

**DATE:** June 6, 2012  
**TO:** **Dale Anderson**  
**FROM:** Dan Fillbrandt  
**RE:** Response to letter dated May 30<sup>th</sup>, 2012

**Hawk Construction proposes to do the following as listed below:**

Replace existing wood trim, caulk and paint north side wall above existing CMU on the west ice sheet for the amount of: **Fourteen Thousand Six Hundred Dollars and 00/100 (\$14,600.00).**

Notes: - Unit price to remove and replace plywood = \$133 per 4x8 sheet.

Thank you for considering HAWK Construction.

Sincerely,

Dan Fillbrandt

Proposal Accepted By:

---



Attn: Dale Anderson

3201 Hwy. 2 West • Grand Rapids, MN 55744  
218-326-1881

PROPOSAL SUBMITTED TO <b>City of Grand Rapids</b>		PHONE <b>218-326-2500</b>	DATE <b>6/6/2012</b>
STREET <b>420 North Pokegama Ave</b>		JOB NAME <b>IRA Civic Center</b>	
CITY, STATE AND ZIP CODE <b>Grand Rapids, MN 55744</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	Fax: <b>218-326-5410</b>	JOB PHONE

We hereby submit specifications and estimates for:

**Removal and replacement of the exterior arched wood wall located at the north end of the West Venue of the IRA Civic Center.**

**Work per agreement with Dale and other Contractor** **\$15,420.00**

**Alt add per sheet of plywood:** **\$148.00**

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: **Fifteen thousand four hundred twenty** **\$15,420.00**

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0365      **Version:** 1      **Name:** River Closing Ordinance  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 6/5/2012      **In control:** City Attorney  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** An Ordinance Restricting Access, Use, and Operation of Watercraft Upon the Mississippi River During Construction of an Adjacent Building that Posses Danger to the Public.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [6-11-12 Attachment River Closing Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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### *Title*

An Ordinance Restricting Access, Use, and Operation of Watercraft Upon the Mississippi River During Construction of an Adjacent Building that Posses Danger to the Public.

### *Body*

#### **Background Information:**

UPM/Blanding is in the process of removing buildings adjacent to the Mississippi River. From July 23, 2012, to August 31, 2012, they will be removing building walls right next to the rivers edge. City staff are concerned with the safety of the public when this removal occurs and have developed the attached ordinance which will restrict the appropriate areas.

#### **Staff Recommendation:**

City staff is recommending the attached ordinance Restricting Access, Use, and Operation of Watercraft Upon the Mississippi River During Construction of an Adjacent Building that Posses Danger to the Public.

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

Adopt the attached ordinance Restricting Access, Use, and Operation of Watercraft Upon the Mississippi River During Construction of an Adjacent Building that Posses Danger to the Public.

**CITY OF GRAND RAPIDS**  
**ORIDINANCE NO. \_\_\_\_\_**

**ORIDINANCE RESTRICTING ACCESS, USE, AND OPERATION OF  
WATERCRAFT UPON THE MISSISSIPPI RIVER DURING CONSTRUCTION  
OF AN ADJACENT BUILDING THAT POSSESS DANGER TO THE PUBLIC  
PURSUANT TO MINN. STAT. SEC. 459.20**

The City Council of the City of Grand Rapids, Minnesota, does hereby resolve:

**Sec. \_\_\_-1. Purpose:** The City of Grand Rapids has been informed that UPM Blandin will be performing demolition work on several of their buildings that are immediately adjacent to the Mississippi River from July 23, 2012 to August 31, 2012. This work contemplates removing a brick wall which runs along the north bank of the Mississippi River. This building is located between Pokegama Avenue (Highway 169) and the Blandin Dam (hereinafter referred to as the "Restricted Area"). As such, this demolition work possess and imminent danger to anyone who is on or near the Mississippi River will said work is being performed. There is a real and credible threat of debris and material falling into or near the River which could injure or kill anyone within this area.

**Sec. \_\_\_-2. Authority:** *Minnesota Statute Section 459.20* asserts that the governing body of any statutory city in the state has, with respect to any body of water situated wholly within its boundaries, all the powers to improve and regulate the use of such body of water. However, all regulation must meet with prior approval of the Commissioner of the Department of Natural Resources, pursuant to Minnesota Statute Section 86B.205

**Sec. \_\_\_-3. Restrictions:** Due to the inherent danger addressed above, the City of Grand Rapids does hereby close all public access, and the use of, the Mississippi River from the Pokegama Avenue (Highway 169) bridge to the UPM Blandin Dam from July 23, 2012 to August 31, 2012. The City of Grand Rapids also prohibits the use, operation and access of watercraft, including motorized watercraft and non-motorized watercraft, in the restricted area.

**Sec. \_\_\_-4. Exemptions:** This Ordinance does not apply to law enforcement personnel, emergency care providers, or any governmental agents who need access to said area to effectively discharge their official duties. Additionally, it does not apply to watercraft and personnel privately contract by UPM Blandin who are engaged in the demolition of buildings addressed above. However, said contractors must have prior written permission of the Grand Rapids Police Department to be in the restricted area.

**Sec. \_\_\_-5. Penalty:** Any person who violates any term of this Ordinance shall be guilty of a misdemeanor, punishable by a maximum sentence of 90 days in jail and a fine of \$1,000.

**Sec. \_\_\_\_-6. Enforcement:** This Ordinance may be enforced by any law enforcement officer who is licensed in the State of Minnesota and who is actively employed by the Grand Rapids Police Department, the Itasca County Sheriff's Department, the Minnesota State Patrol, or the Minnesota Department of Natural Resources.

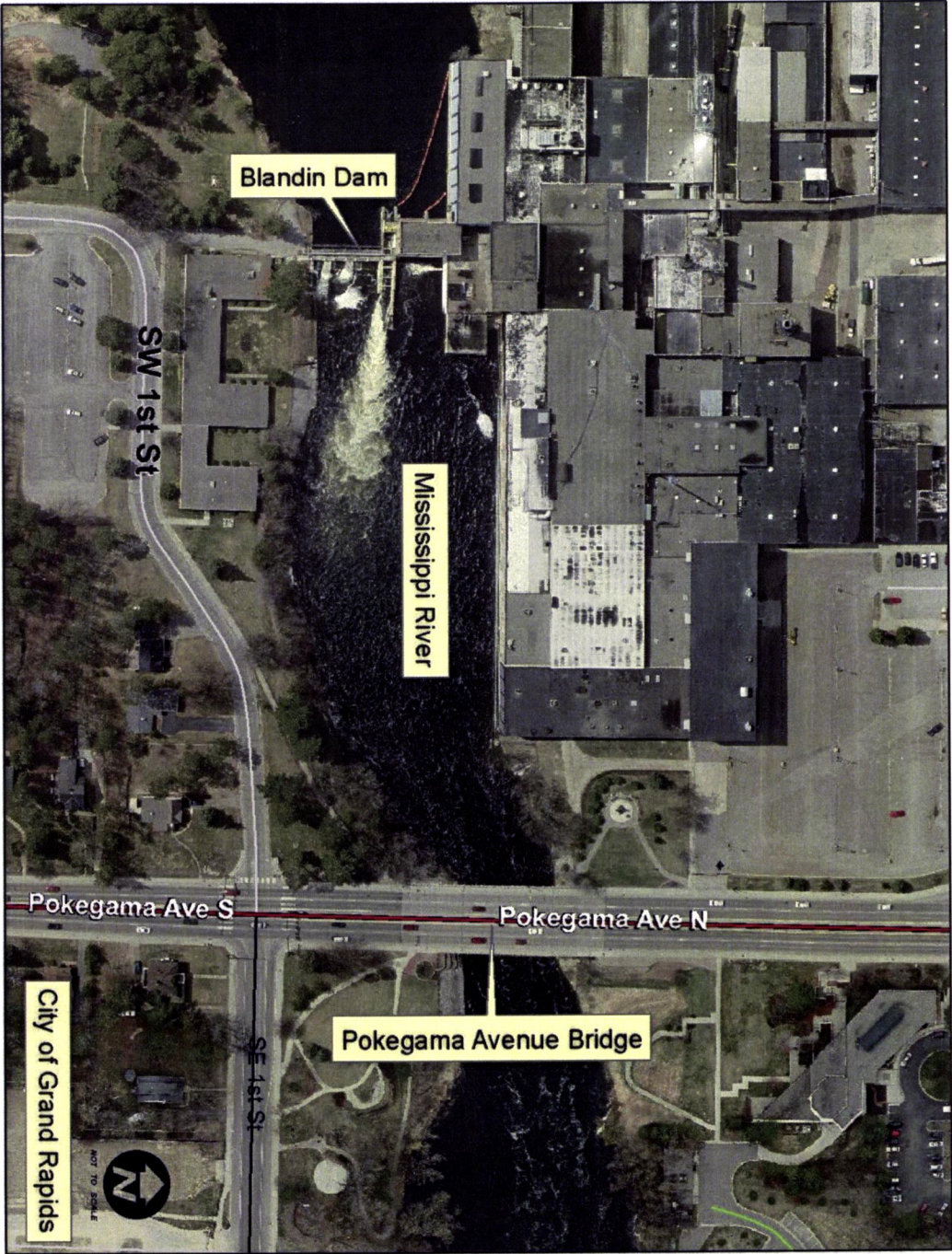
**This Ordinance shall be in full-force and effect upon passage and publication.**

PASSED by the City Council of the City of Grand Rapids this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

\_\_\_\_\_  
Shawn Gillen, City Administrator





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	12-0359	<b>Version:</b>	1	<b>Name:</b>	Five Year Contract for Refuse & Recycling Collection Services
<b>Type:</b>	Agenda Item	<b>Status:</b>			Public Works
<b>File created:</b>	6/5/2012	<b>In control:</b>			Public Works
<b>On agenda:</b>	6/11/2012	<b>Final action:</b>			
<b>Title:</b>	Consider awarding a five (5) year contract for Refuse and Recycling Collection Services commencing August 1st, 2012.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2012 5-23 Attachment 1 Bid Tabulation w Yearly Cost</a> <a href="#">2012 5-23 Attachment 2 Bid Comparison</a>				

Date	Ver.	Action By	Action	Result
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### *Title*

Consider awarding a five (5) year contract for Refuse and Recycling Collection Services commencing August 1st, 2012.

### *Body*

#### **Background Information:**

At the February 27th, City Council Meeting, the City Council directed staff to develop an RFP for Refuse and Recycling Collection Services. Discussion took place on revision of the Draft RFP and was brought back to the City Council for further review and comments. The Final Revision of the RFP was approved on April 23rd, 2012. Attachment 1 summarizes the monthly combined refuse, recycling and yard waste rates as outlined in the RFP. Based on the numbers provided in the three RFP's Waste Management was the low responsible bidder (See Attachment 1). Attachment 2 summarizes the strength of the three proposals based on generation of local employment, reduction of the volume of material discarded at the Itasca County Landfill and convenience for city residents (See Attachment 2).

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

Approve awarding a five (5) year contract for Refuse and Recycling Collection Services commencing August 1st, 2012.

**ATTACHMENT 1**

**2012 Refuse and Recycling Collection Services Bids May 23rd, 2012**

**Rates Including Recycling**

	35 Gal	64 Gal	96 Gal	<u>Average Monthly Rate</u>
Local Boy	\$17.26	\$25.44	\$37.63	\$26.78
Nordic	\$18.43	\$21.44	\$24.46	\$21.44
WM	\$17.49	\$21.15	\$25.25	\$21.30

**Total Cost Per Month**

**Cart Count**

35 Gal	1183
64 Gal	690
96 Gal	170

**Local Boy**

35 Gal	\$17.26	x	1183	\$20,418.58
64 Gal	\$25.44	x	690	\$17,553.60
96 Gal	\$37.63	x	170	\$6,397.10
				<u>\$44,369.28</u> Total

**Nordic**

35 Gal	\$18.43	x	1183	\$21,802.69
64 Gal	\$21.44	x	690	\$14,793.60
96 Gal	\$24.46	x	170	\$4,158.20
				<u>\$40,754.49</u> Total

**Waste Management**

35 Gal	\$17.49	x	1183	\$20,690.67
64 Gal	\$21.15	x	690	\$14,593.50
96 Gal	\$25.25	x	170	\$4,292.50
				<u>\$39,576.67</u> Total

**Yearly Cost to 2,043 Residential Customers**

Waste Management	\$474,920.04
Nordic Waste	\$489,053.88
Local Boy	\$532,431.36

## ATTACHMENT 2

### Refuse/Recycling Services Per Household Bid Comparison

#### Local Boy

- \*Same day Refuse/Recycling Service
- \*Three separate recycling totes - resident must separate recycling
- \*Three recycling totes to be purchased from MDI @ \$7 each for \$21 total, purchased by resident
- \*Saturday drop off at Cub Foods - through Deer River Hired Hands
- \*Will provide curbside recycling bi-monthly, using three separate bins
  - >Will be contracted with Deer River Hired Hands, so all recyclable materials will delivered to their site and donated
  - >Will provide all trucks and equipment and fulfill the Deer River Hired Hands mission statement of adding employees to their business model
- \*Senior bag rates \$5.00

#### Nordic Waste

- \*Same day Refuse/Recycling Service
- \*Collection Service of 5 day period - 416 households per day
- \*Single Sort Recycling - 65 gal recycling cart provided at no charge
- \*Saturday drop off at Cub Foods - through Deer River Hired Hands
- \*Senior bag rates \$4.00

#### Waste Management

- \*Same day Refuse/Recycling Service
- \*Single Sort Recycling - 64 gal recycling cart provided at no charge
- \*Wednesday/Saturday drop off at Cub Foods - through Deer River Hired Hands
- \*Will also work with Deer River Hired Hands to do the following:
  - >Deliver recycled carts to residential customers as well as cart exchanges for residents who would like a different size cart
  - >Develop an Electronics Waste (E-Waste) collection program for Grand Rapids and Itasca County
  - >Provide a collection point for fluorescent bulb recycling
  - >Provide labor to work with Waste Management to distribute educational materials through mass mailing projects
  - >Waste Management will deliver wood waste to Deer River Hired Hands to be ground for bio-mass fuel
- \*Senior Citizen Rate (Over 62) 35 gal refuse w/64 gal recycling for \$10.13, carts provided
- \*"Walk Up Service" available to residents who are disabled and unable to get their carts to curb or alley
- \*Scholarship Program \$1,000.00 annually, Two \$500 scholarships awarded to Grand Rapids High School seniors
- \*Senior bag rate \$4.25



CITY OF  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0376      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 6/6/2012      **In control:** Finance  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Consider approving the verified claims for the period May 22, 2012 to June 4, 2012 in the total amount of \$490,789.11.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [061112 BILL LIST.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider approving the verified claims for the period May 22, 2012 to June 4, 2012 in the total amount of \$490,789.11.

**Requested City Council Action**

Consider approving the verified claims for the period May 22, 2012 to June 4, 2012 in the total amount of \$490,789.11.



COUNCIL BILL LIST - JUNE 11, 2012

DATE: 06/06/2012  
 TIME: 15:13:24  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 06/11/2012

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
ADMINISTRATION		
0718060	GRAND RAPIDS NEWSPAPERS INC	184.00
1300032	MCFOA	70.00
1920240	STERLE LAW OFFICE	1,657.50
TOTAL ADMINISTRATION		1,911.50
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.40
0601335	FAIRCHILD SIGN	2,360.74
1909510	SIM SUPPLY INC	39.40
2018680	TRU NORTH ELECTRIC LLC	221.66
TOTAL BUILDING MAINTENANCE-CITY HALL		2,647.20
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS NEWSPAPERS INC	80.50
1920240	STERLE LAW OFFICE	812.50
TOTAL COMMUNITY DEVELOPMENT		893.00
ENGINEERING		
1309332	MN STATE RETIREMENT SYSTEM	1,504.08
1415377	NORTHERN BUSINESS PRODUCTS INC	44.95
TOTAL ENGINEERING		1,549.03
FINANCE		
0300200	CDW GOVERNMENT INC	87.24
0318095	CRA3TREE COMPANIES INC	14.96
TOTAL FINANCE		102.20
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	31.41
0301645	CARLSON'S MUFFLER SHOP	96.19
0401804	DAVIS OIL	76.80
0920450	ITL PATCH COMPANY, INC	17.10
1315730	MOTOROLA INC	316.28
1920240	STERLE LAW OFFICE	130.00
2018225	TREASURE BAY PRINTING INC	45.42
2300600	W.P. & R.S. MARS COMPANY	328.87

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
	TOTAL FIRE	1,042.07
INFORMATION TECHNOLOGY		
0712545	GLOBAL GOV ED SOLUTIONS INC	2,278.50
1321525	MUNICIPAL CODE CORPORATION LLC	9,156.09
1601750	PAUL BUNYAN COMMUNICATIONS	750.00
	TOTAL INFORMATION TECHNOLOGY	12,184.59
PUBLIC WORKS		
0121721	AUTO VALUE - GRAND RAPIDS	245.96
0205350	BEIER'S GREENHOUSE	298.33
0205535	BENTZ OIL COMPANY INC	57.73
0212553	BLOOMERS GARDEN CENTER	63.59
0221650	BURGGRAF'S ACE HARDWARE INC	65.01
0301685	CARQUEST AUTO PARTS	129.99
0315455	COLE HARDWARE INC	187.06
0318547	CROP PRODUCTION SERVICES, INC	480.94
0401425	DAKOTA SUPPLY GROUP	608.65
0401804	DAVIS OIL	1,039.27
0421430	DULTMEIER SALES	77.02
0501650	EARL F ANDERSEN	279.52
0601690	FASTENAL COMPANY	193.97
0718105	GRAYBAR ELECTRIC COMPANY INC	138.52
0801836	HAWKINSON SAND & GRAVEL	200.49
0920040	ITASCA COUNTY FARM SERVICE	95.65
1200500	L&M SUPPLY	52.36
1415369	NORTHERN 2-WAY SERVICE LLC	72.14
1415535	NORTHLAND MACHINES	123.80
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,603.13
1609550	PIONEER ELECTRIC, INC	86.08
1618564	PRO-BUILD NORTH LLC	53.18
1801615	RAPIDS WELDING SUPPLY INC	15.71
1809154	RICHARD RYSAVY	100.00
1809794	RIVER ROAD GREENHOUSE	3,153.95
1908248	SHERWIN-WILLIAMS	391.90
1920240	STERLE LAW OFFICE	32.50
2023225	21ST CENTURY ELECTRONICS	1,679.93
2300600	W.P. & R.S. MARS COMPANY	83.65
	TOTAL PUBLIC WORKS	11,610.03

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0112100	ALAMO SALES CORP	1,247.32
0114203	ANDERSON LUBRICANTS INC	577.13
0121721	AUTO VALUE - GRAND RAPIDS	43.18
0301685	CARQUEST AUTO PARTS	143.03
0805640	HERC-U-LIFT	214.47
0815730	HOTSY EQUIPMENT OF MINNESOTA	34.25
1301015	MACQUEEN EQUIPMENT INC	2,129.62
TOTAL FLEET MAINTENANCE		4,389.00
POLICE		
0118625	ARROW EMBROIDERY	19.95
0121721	AUTO VALUE - GRAND RAPIDS	5.27
0221650	BURGGRAF'S ACE HARDWARE INC	2.13
0301685	CARQUEST AUTO PARTS	252.71
0409501	DIMICH LAW OFFICE	5,250.00
0415500	DOMINO'S PIZZA	44.82
1415377	NORTHERN BUSINESS PRODUCTS INC	181.68
1605665	PERSONNEL DYNAMICS, LLC	624.00
1801570	RAPIDS AUTO WASH	63.00
1801609	RAPIDS TOWING	490.00
1920233	STREICHER'S INC	1,903.24
1920240	STERLE LAW OFFICE	455.00
2000400	T J TOWING	245.00
2301906	WAYNE'S AUTOMOTIVE	94.45
TOTAL POLICE		9,631.25
RECREATION		
1920240	STERLE LAW OFFICE	130.00
TOTAL RECREATION		130.00
AIRPORT		
0315455	COLE HARDWARE INC	50.17
0415550	DOOR SERVICE INC	486.21
TOTAL		536.38
CIVIC CENTER GENERAL ADMINISTRATION		

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INVOICES DUE ON/BEFORE 06/11/2012

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	29.34
0221650	BURGGRAF'S ACE HARDWARE INC	160.27
0315455	COLE HARDWARE INC	41.66
0501656	THE EARTHGRAINS COMPANY INC	29.00
1015355	JOHNSON'S LOCK & SAFE INC	80.00
1605611	PEPSI-COLA	1,006.58
1901535	SANDSTROM COMPANY INC	462.13
1909510	SIM SUPPLY INC	106.70
TOTAL GENERAL ADMINISTRATION		1,915.68
RECREATION PROGRAMS		
0718001	G.R. AREA SOFTBALL ASSOCIATION	7,915.71
TOTAL		7,915.71
POLICE DESIGNATED FORFEITURES		
0103325	ACHESON TIRE COMPANY INC	29.93
TOTAL		29.93
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	85.48
1615427	POKEGAMA LAWN AND SPORT	18.57
TOTAL		104.05
PARK ACQUISITION & DEVELOPMENT		
PARK IMPROVEMENTS		
0315455	COLE HARDWARE INC	8.19
TOTAL PARK IMPROVEMENTS		8.19
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0301685	CARQUEST AUTO PARTS	21.76
0513233	EMERGENCY AUTOMOTIVE TECH INC	303.17
1415030	NORD AUTO PARTS	12.91

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INVOICES DUE ON/BEFORE 06/11/2012

VENDOR #	NAME	AMOUNT DUE
-----		
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
	TOTAL CAPITAL OUTLAY-POLICE	337.84
AIRPORT CAPITAL IMPRV PROJECTS		
2011 LAND ACQUISITION		
1618579	PROSOURCE TECHNOLOGIES INC	4,107.03
	TOTAL 2011 LAND ACQUISITION	4,107.03
2011 INFRASTRUCTURE BONDS		
2014-1 NE 1ST AVENJE		
0801535	HAMMERLUND CONSTRUCTION INC	19,114.36
	TOTAL 2014-1 NE 1ST AVENUE	19,114.36
2010-3 19TH AVE NW		
0212554	BLOOMERS GARDEN & LANDSCAPING	1,800.00
0801535	HAMMERLUND CONSTRUCTION INC	74,499.01
	TOTAL 2010-3 19TH AVE NW	76,299.01
2012 INFRASTRUCTURE BONDS		
2004-3 4TH ST SE & POK TO 6TH		
0315455	COLE HARDWARE INC	395.50
0718060	GRAND RAPIDS NEWSPAPERS INC	316.10
	TOTAL 2004-3 4TH ST SE & POK TO 6TH	711.60
2011-6 HORSESHOE IMPROVEMENTS		
0312108	KEN CLAFTON	150.00
1920240	STERLE LAW OFFICE	32.50
T000827	RON HOUWMAN	2,895.00
T000828	JOHN D. ILLIES	3,244.00
T000829	MARK WILSON	8,248.00
T000830	GENE SHANK	1,476.00
T000831	DOUGLAS S. BODIN	16,934.00
T000834	ANTHONY YUNK	3,082.00
	TOTAL 2011-6 HORSESHOE IMPROVEMENTS	36,061.50

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INVOICES DUE ON/BEFORE 06/11/2012

VENDOR #	NAME	AMOUNT DUE
-----		
2012	INFRASTRUCTURE BONDS	
2011-4	HORSESHOE/ISLEVIEW	
0801825	HAWKINSON CONSTRUCTION CO INC	25,747.68
1309360	MN DEPT OF TRANSPORTATION	528.93
	TOTAL 2011-4 HORSESHOE/ISLEVIEW	26,276.61
STORM WATER UTILITY		
0401804	DAVIS OIL	258.82
1621125	PUBLIC UTILITIES COMMISSION	1,500.00
1801340	RAILROAD MANAGEMENT COMPANY	546.36
	TOTAL	2,305.18
	TOTAL UN-PAID TO BE APPROVED	221,812.94
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0200024	BP	86.99
0209341	BIGFORK VALLEY HOSPITAL	474.04
0212750	BLUE CROSS & BLUE SHIELD OF MN	30,922.50
0212751	BLUE CROSS BLUE SHIELD	163.50
0218100	BRENT BRADLEY	40.00
0301650	JEFF CARLSON	80.00
0305530	CENTURYLINK INC	7.35
0405305	LYNN DEGRIO	124.04
0409655	TIMOTHY DIRKES	40.00
0504610	RON EDMINSTER	288.05
0605191	FIDELITY SECURITY LIFE INS CO	41.43
0701105	KARL GAALAAS	925.00
0709456	SHAWN J GILLEN	1,025.00
0718015	GRAND RAPIDS CITY PAYROLL	224,858.14
0718070	GRAND RAPIDS STATE BANK	25.00
0815464	SARA HOLUM	40.00
0900060	ICTV	1,320.48
0920055	ITASCA COUNTY RECORDER	92.00
1101645	LASHA KARELS	40.00
1201402	LAKE COUNTRY POWER	33.36
1205090	LEAGUE OF MINNESOTA CITIES	15.00
1209516	LINCOLN NATIONAL LIFE	820.45
1309079	S.MILLER - PETTY CASH FUND	17.70
1309199	MINNESOTA ENERGY RESOURCES	1,039.60
1415532	NORTHLAND RECOVERY CENTER	30.08
1502645	GARY O'BRIEN	80.00
1518550	MATTHEW O'ROURKE	40.00
1609557	PIONEER MUTUAL LIFE INS CO	249.69
1621130	P.U.C.	3,669.41

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INVOICES DUE ON/BEFORE 06/11/2012

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1903557	TROY SCOTT	160.00
2114360	UNITED PARCEL SERVICE	124.83
2301700	WASTE MANAGEMENT	1,080.95
2405650	XEROX CORPORATION	21.58
T000649	CHRIS LYNCH	1,000.00
	TOTAL PRIOR APPROVAL	268,976.17
	TOTAL ALL DEPARTMENTS	490,789.11



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	12-0351	<b>Version:</b>	1	<b>Name:</b>	Conduct a Public Hearing to consider the adoption of an Ordinance amending multiple sections of Chapter 30 Land Development Regulations.
<b>Type:</b>	Public Hearing	<b>Status:</b>			Public Hearing
<b>File created:</b>	6/4/2012	<b>In control:</b>			Community Development
<b>On agenda:</b>	6/11/2012	<b>Final action:</b>			
<b>Title:</b>	Conduct a Public Hearing to consider the adoption of an Ordinance amending multiple sections of Chapter 30 Land Development Regulations of the Municipal Code, establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Business Park Development Presentation</a> <a href="#">Sec.30-511. Purpose of districts- Exhibit A</a> <a href="#">Sec.30-421. Definitions- Exhibit B</a> <a href="#">Sec. 30-512 BP Additions- Tables- Exhibit C</a> <a href="#">Sec.30-592. Supplementary regulations- Exhibit D</a> <a href="#">Sec.30-564. Uses with restrictions- Exhibit E</a> <a href="#">Sec.30-679. District regulations for on premises signs- Exhibit F</a> <a href="#">DIVISION 13 Shoreland- Exhibit G</a>				

Date	Ver.	Action By	Action	Result
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### Title

Conduct a Public Hearing to consider the adoption of an Ordinance amending multiple sections of Chapter 30 *Land Development Regulations* of the Municipal Code, establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district.

### Body

#### **Background Information:**

On April 5, 2012 the Planning Commission formally initiated the process to amendment Chapter 30 *Land Development Regulations* establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district.

With guidance from the recently updated Comprehensive Plan, which recommends the establishment of a Business Park zoning district, staff and an appointed Planning Commission subcommittee developed draft amendments for the full Planning Commission's review. The Business Park zoning district is intended to involve primarily small and lower intensity industrial uses, commercial land uses that are similar to wholesale businesses and businesses that have a mix of uses including office and back office operations, storage, assembly, and limited retail.

At the April meeting, upon the recommendation of the subcommittee, staff presented the draft Business Park amendments to the full Planning Commission. It was determined at that time that the Planning Commission would review the draft amendments over the month of April, and then address any comments or questions in a work-session format, which was conducted prior to their regular meeting on May 3rd. The Planning Commission reviewed the draft amendments, and formally forwarded a favorable recommendation to the City Council regarding adoption the text amendments in their regular meeting on May 3rd.



*Staff will present a summary (PowerPoint) of the recommended text and zoning map amendments.*

On May 23rd, in advance of the required public hearings, staff conducted a neighborhood meeting for property owners located within Industrial Park Addition to Grand Rapids to discuss the Business Park district concept and Zoning Map amendments in a less formal setting. Of the 17 individual property owners in the Industrial Park (one of which is the City), owners/representatives from four of the properties attended the meeting, and staff had communications with four others prior to the meeting.

*The proposed amendments are shown in the marked up attachments, as well as being incorporated into the draft Ordinance being considered as Exhibits "A" through "G".*

**Requested City Council Action:**

Conduct a Public Hearing to consider the adoption of an Ordinance amending multiple sections of Chapter 30 *Land Development Regulations* of the Municipal Code.



CITY OF  
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# **Business Park Zoning District Establishment**

**Spring, 2012**

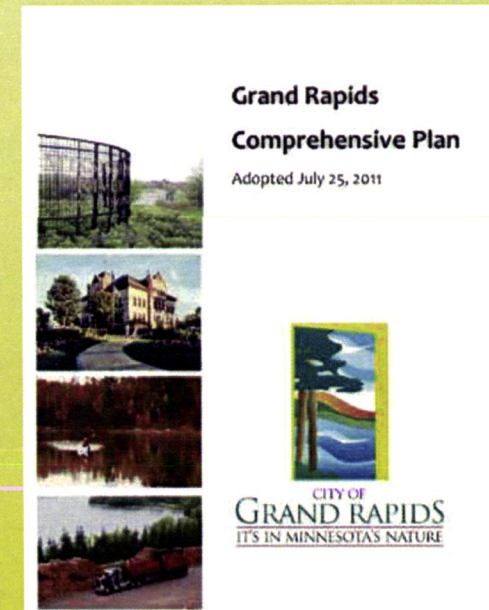
**Community Development Department**



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# Business Park Zoning District

- ❖ **The Comprehensive Plan serves as the City's policy for making land use decisions which are in the best interest of the community as a whole and which provide a framework for a sustainable pattern of development into the future.**
- ❖ **The Land Use element of the Comprehensive Plan identifies several general areas within City limits where a change in land use designation should be considered by the City to accommodate growth and changes in land use.**



Community Development Department



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# Business Park Zoning District

**The *Comprehensive Plan's* recommendation for the establishment of a Business Park zoning district seeks to accommodate a complementary mixture of land uses that includes: small and lower intensity industrial uses, commercial land uses that are similar to wholesale businesses, and businesses that have a mix of uses including office and back office operations, storage, assembly, and limited retail.**

Community Development Department

## Chapter 4 – Future Land Use



### Commercial Land Use Policy

Commercial land uses include an extremely wide variety of small and large businesses, businesses with high intensity uses and businesses with low intensity uses. The *Comprehensive Plan* vision, values and principles are best served by recognizing these important distinctions and creating separate land use categories for different types of commercial land uses. These differences need to be incorporated into zoning and land use decision making processes. Consequently, the Grand Rapids Future Land Use map includes three distinct categories of commercial land uses: Downtown Mixed Use, Neighborhood Mixed Use, and Highway Commercial. Of these three, two (Downtown and Highway Commercial) are already acknowledged in the City's policies and land use regulation. *Neighborhood Mixed Use* is a new commercial land use category that helps create synergy with the City's transportation, neighborhood character, and economic diversity goals.

### Neighborhood Mixed Use (NNU)

Neighborhood Mixed Use areas are primarily small businesses with relatively low land use intensity that are compatible with and sometimes integrate directly with residential land uses, are designed to be pedestrian-friendly, and fit into small building footprints. NNU areas are located in or adjacent to higher density residential land uses (Traditional Neighborhood or Multi-Family Residential), but typically away from other commercial areas. Floor to Area Ratios (FARs) are between 0.8 and 1.5, and building heights are consistent with the surrounding residential neighborhood. NNU businesses are distinct in intensity from downtown or highway commercial businesses that have a higher potential nuisance impact on nearby residential land uses.

### Industrial Land Use Policy

In the past, Grand Rapids has grouped all industrial uses into a single land use or zoning category. As business uses and the local economy have evolved, however, a single category no longer supports the City's economic development needs nor the desired mix of uses in and around industrial areas. The Grand Rapids *Comprehensive Plan* uses three categories of industrial land uses to meet the City's long term vision, values, and principles: Industrial-Traditional Workplace; Industrial Park; and Business Park/Limited Industrial. Of these three, the new land use category is Business Park/Limited Industrial. The Traditional Workplace category includes traditional industrial uses but specifically recognizes the unique characteristics of the Blandin UPM site, located at the nexus of heavy rail access, highway access, water, the downtown, a separation from most residential uses, and land available for industrial redevelopment.

### Business Park/Limited Industrial

Business Park/Limited Industrial areas are primarily small and lower intensity industrial uses, commercial land uses that are similar to wholesale businesses, and businesses that have a mix of uses including office and back office operations, storage, assembly, and limited retail. BP areas include businesses that are inappropriate for industrial parks, but create few synergies by being located with retail establishments, including small wholesale businesses, back-office operations, mail-order operations, materials suppliers, and professional offices.



CITY OF  
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# **Business Park Zoning District**

## **What would change in the Zoning Ordinance?**

- ❖ **Section 30-511. - Purpose of districts** (*zoning districts are established for the specific purposes*)

***BP business park district and SBP shoreland business park district.*** These areas are primarily small and lower intensity industrial uses, commercial land uses that are similar to wholesale businesses and businesses that have a mix of uses such as; office and back office operations, storage, assembly, and limited types of retail. BP/SBP areas include businesses that are inappropriate for industrial parks, but create few synergies by being located with retail establishments, including small wholesale businesses, back-office operations, mail-order operations, materials suppliers, and professional offices.



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# Business Park Zoning District

## What would change in the Zoning Ordinance?

**Comparison of Permitted Uses: GB (General Business), BP (Business Park), and I-1 (Industrial Park):**

<b>Use</b>	<b>GB</b>	<b>BP</b>	<b>I-1</b>
<b>Daycare- 1 to 15+ persons</b>	<b>P (permitted)</b>	<b>P (permitted)</b>	<b>R (permitted w/restrictions)</b>
<b>Accessory buildings</b>	<b>P</b>	<b>P</b>	<b>P</b>
<b>Veterinary services</b>	<b>P</b>	<b>R</b>	
<b>Auto-truck fleet storage</b>	<b>P</b>		<b>P</b>
<b>Auto/RV –repair &amp; service</b>	<b>R</b>	<b>R</b>	
<b>Construction material suppliers</b>	<b>P</b>	<b>P</b>	
<b>Contractors yard/material storage</b>	<b>R</b>		<b>R</b>
<b>Banks, loan agency, etc.</b>	<b>P</b>		
<b>Clinic (outpatient treatment center)</b>	<b>P</b>	<b>P</b>	

**Community Development Department**



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# Business Park Zoning District

## What would change in the Zoning Ordinance?

### Comparison of Permitted Uses: GB, BP, and I-1 continued:

Use	GB	BP	I-1
Office- Business	P	P	
Professional, scientific, & technical services	P	P	
Administrative & support services	P	P	
Health & fitness club	P	P	
Communication services	P	P	
General retail sales & service	P		
Nursery, landscaping	P		
Medical equip. sales & supplies	P	P	
Temporary outdoor sales	P		

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# Business Park Zoning District

## What would change in the Zoning Ordinance?

### Comparison of Permitted Uses: GB, BP, and I-1 continued:

Use	GB	BP	I-1
Warehouse – general	P	P	P
Mini-storage	P		
Motor freight terminal	P	P	P
Transportation dispatch and storage	P	P	
Recycling center	R		P
Manufacturing- light	R	P	P
Manufacturing- heavy			P
Light industrial activities		P	P
Wholesale distribution facility	P	P	P

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# Business Park Zoning District

## What would change in the Zoning Ordinance?

**Comparison of Yard and Bulk Requirements- Table 2A: GB, BP, and I-1:**

(non-shoreland district requirements)	<b>GB</b>	<b>BP</b>	<b>I-1</b>
<b>Minimum lot size (gross area)</b>	<b>10,500 s.f.</b>	<b>30,000 s.f.</b>	<b>1 ac</b>
<b>Minimum lot width</b>	<b>75 ft.</b>	<b>150 ft.</b>	<b>150 ft.</b>
<b>Setbacks: front/rear</b>	<b>30 ft./10 ft.</b>	<b>50 ft./15 ft.</b>	<b>50 ft./25 ft.</b>
<b>Setbacks: street side/interior side</b>	<b>15 ft./10 ft.</b>	<b>25 ft./15 ft.</b>	<b>25 ft./25 ft.</b>
<b>Coverage: building / total surface</b>	<b>40% / 90%</b>	<b>40% / 85%</b>	<b>50% / 90%</b>
<b>Building: maximum height</b>	<b>35 ft.</b>	<b>35 ft.</b>	<b>40 ft</b>
<b><u>Surface Parking: Table 2C</u></b>			
<b>Setbacks: front/rear</b>	<b>10 ft./6 ft.</b>	<b>10 ft./6 ft.</b>	<b>10 ft./6 ft.</b>
<b>Setbacks: street side/interior side</b>	<b>10 ft./6 ft.</b>	<b>10 ft./6 ft.</b>	<b>10 ft./6 ft.</b>

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# Business Park District Development

**Sections of Land Use Ordinance with minor additions/edits to accommodate Business Park zoning district:**

❖ **Section 30-421 *Definitions***

- **Defines new and previously undefined uses that are on the Permitted Use Table.**

❖ **Section 30-564 *Uses with Restrictions***

- **Describes the “restriction(s)” that are placed upon certain uses. *Most restrictions added maintain consistency with previously existing uses/restrictions and zoning districts.***

❖ **Section 30-592 *Supplementary height regulations***

- **Includes BP zones with others that allow an exception to the max. fence height for security fences.**



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# **Business Park Zoning District**

## **What would change in the Zoning Ordinance?**

### **❖ Section 30-679 *District Regulations for On Premises Signs (draft text)***

- ***Signs in industrial and business park districts.* Within the industrial and business park districts, wall and freestanding signs are permitted subject to the following restrictions:**
  - **The aggregate sign area per lot for advertising, business and nameplate signs shall not exceed the sum of:**
    - **1. Two square feet per front foot of lot.**
    - **2. One square foot per foot of side yard abutting a public right-of-way 50 feet or more in width.**
    - **3. There shall be no more than one freestanding sign per 300 feet of street frontage on any lot.**
    - **4. Portable signage within BP district as provided for in Sect. 30-679(3)f.**

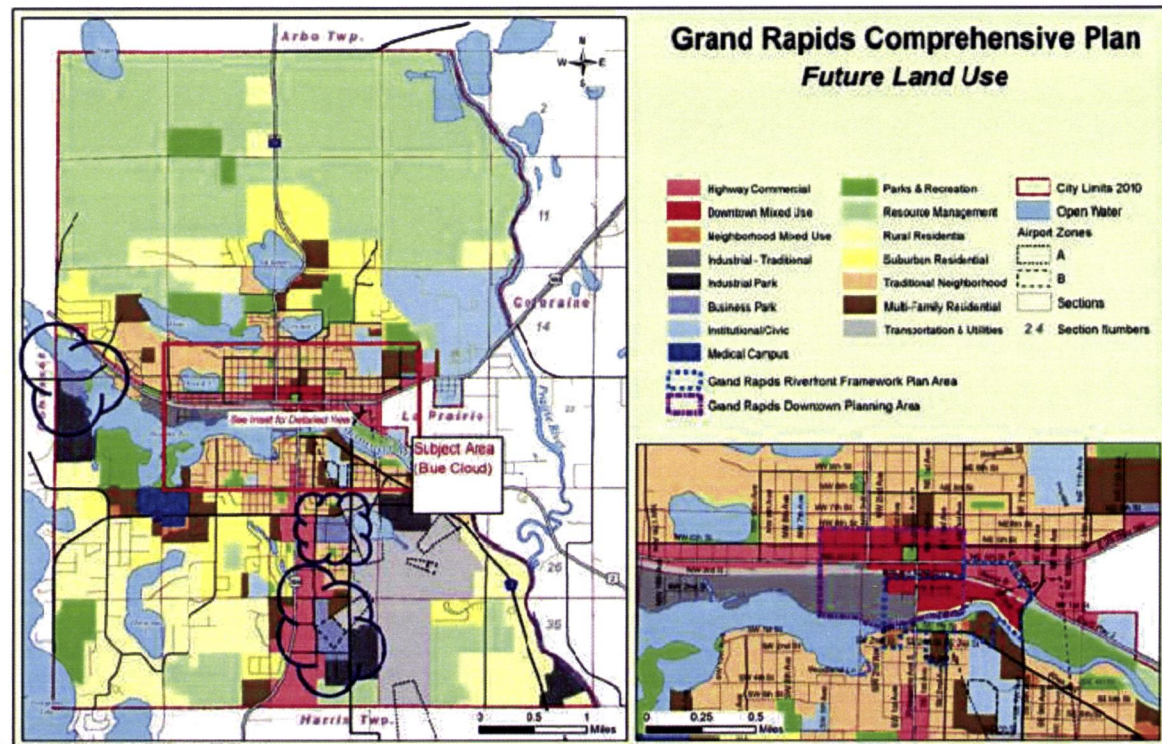


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# Business Park Zoning District Zoning Map Amendment

Three areas were proposed within the updated Comprehensive Plans *Future Land Use Map*, as potential Business Park zoning districts.

- a) Industrial Park Addition to G.R.
- b) SE 2<sup>nd</sup> Avenue (generally) between 21<sup>st</sup> St. & 29<sup>th</sup> St. SE
- c) Co. Road 63 area



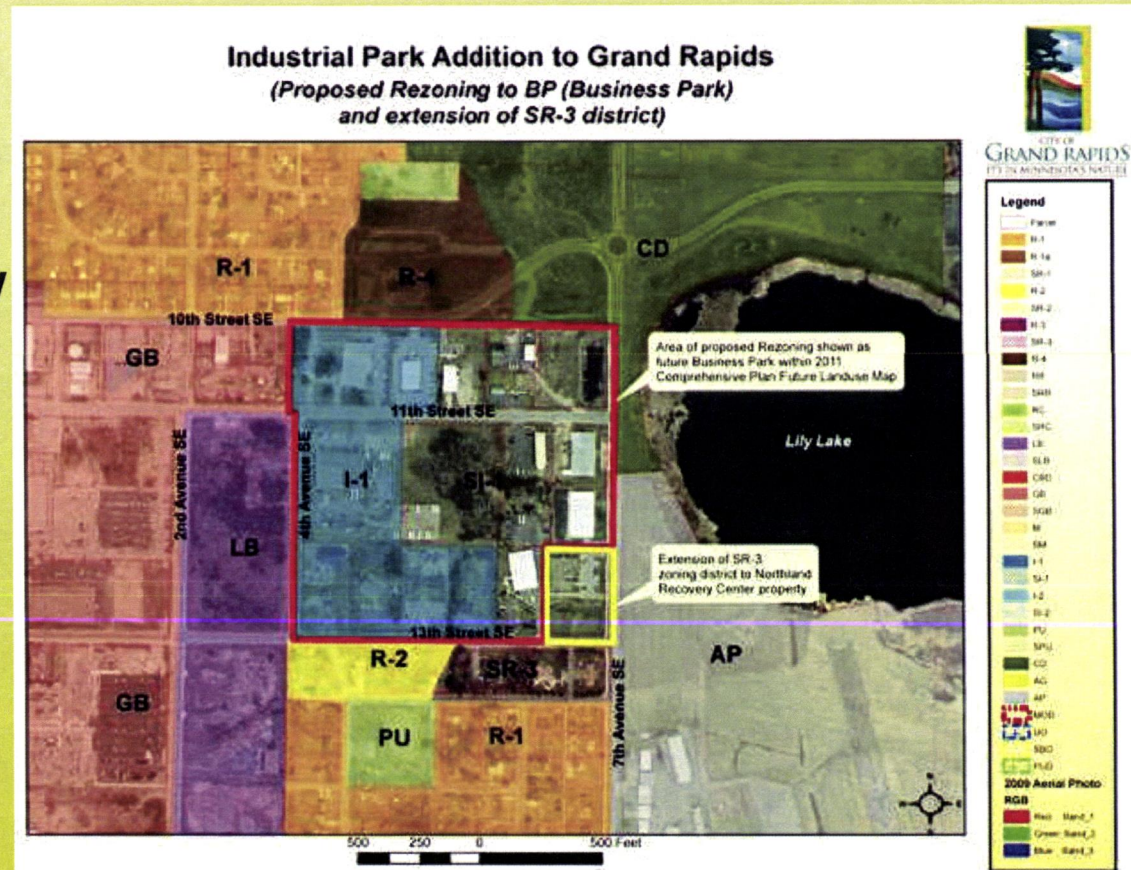
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# Business Park Zoning District Zoning Map Amendment:

As guided by the Comprehensive Plan, the subject industrial area was a recommended location for a future Business Park zoning district because of its mature, fully developed state, and its central location. As a result of these characteristics, the area has seen significant market pressure to transition away from the uses strictly permitted in an industrial zone toward a mixture of uses that are lighter on the industrial side and include low impact/low volume retail uses.





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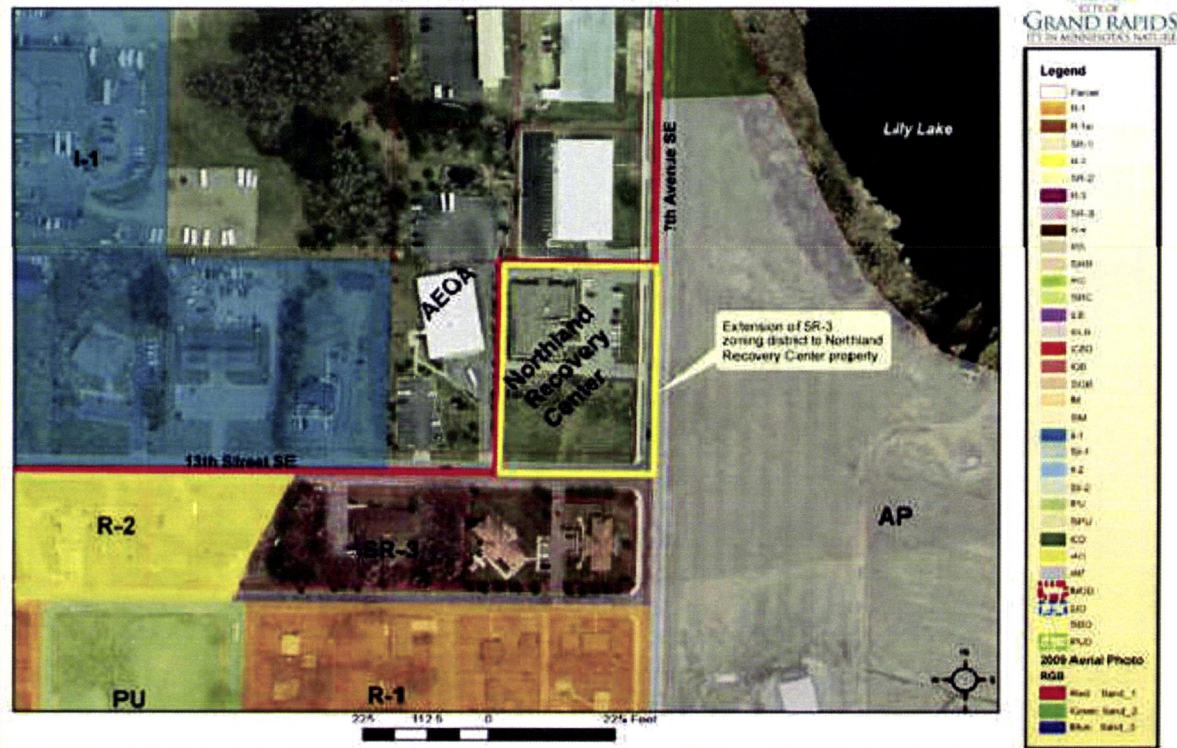
# Business Park Zoning District Zoning Map Amendment:

## Expansion of SR-3

### Zoning District:

In an effort to maintain consistency with the established purpose of the Business Park district and not place Northland Recovery Center (residential treatment center) in a non-conforming status, Staff and the Planning Commission are proposing to expand the SR-3 zoning district from the south to the subject property.

### Industrial Park Addition to Grand Rapids (Proposed Rezoning to BP (Business Park) and extension of SR-3 district)



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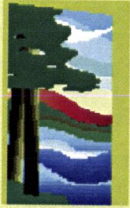
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# Business Park Zoning District

## Formal Process to Date & Next Steps:

- **May 3<sup>rd</sup> (*under separate agenda items*) Planning Commission forwards a recommendation to the City Council regarding the adoption of two ordinances, one adopting the Business Park text amendments, and the other amending the Zoning Map establishing a Business Park zoning district over Industrial Park Addition to Grand Rapids and SR-3 zoning over Northland Counseling property.**
- **Community Development Department Staff conducts a neighborhood meeting with property owners located within Industrial Park Addition to Grand Rapids discussing Business Park district. (May 23, 2012)**
- **City Council considers Planning Commission's recommendation (from May 3<sup>rd</sup> Work-session & Meeting), conducts public hearings, adopt ordinances pertaining to Business Park text amendments and amending the Zoning Map establishing a Business Park zoning district over Industrial Park Addition to Grand Rapids. (June 11, 2012- 6:00 pm)**

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# Questions?

**Community Development Department**



## EXHIBIT "A"

### Sec. 30-511. - Purpose of districts.

The zoning districts are established for the specific purposes provided below:

- (1) *RR rural residence district and SRR shoreland rural residence district.* These are low-density residential districts in areas where city water and sewer services are generally not available and primarily intended to accommodate traditional single-family detached dwellings. Clustering may be allowed by PUD according to the densities established herein. For uses permitted by right, refer to section 30-512. The SRR districts are subject to additional shoreland management standards.
- (2) *R-1 one-family residence district and SR-1 shoreland one-family residence districts.* These are low density residential district which are primarily intended to accommodate traditional single-family detached dwellings. Clustering may be allowed by PUD according to the densities established in this division. For uses permitted by right, refer to section 30-512. The SR-1 districts are subject to additional shoreland management standards.
- (3) *R-1a one-family residence district (small lot) and SR-1a shoreland one-family residence district (small lot).* These are more compact, low-density residential districts which are primarily intended to accommodate traditional single-family detached dwellings that meet the housing needs of the city. These districts accommodate single-family detached dwellings on smaller lots in established neighborhoods or new development areas which have access to municipal sewer and water. Clustering may be allowed by PUD according to the densities established herein. For uses permitted by right, refer to section 30-512. The SR-1a districts are subject to additional shoreland management standards.
- (4) *R-2 one- and two-family residence district and SR-2 shoreland one- and two-family residence districts.* These are low density residential district that generally correlate with the existing close in neighborhoods that were originally divided into town size lots. While they are primarily for single-family detached dwellings at densities slightly higher than the R-1 district, they are also intended to be used for twin homes or two-family dwellings in other areas of the city designated by the comprehensive plan for low density residential development. They may also serve a transitional function in sensitive areas along major streets and railroad tracks and in areas where the land use changes from high to low intensity, e.g., commercial to single-family residential. In such locations, rental housing at low densities may offer a more feasible alternative than owner occupied housing. Such zoning would allow the conversion of existing and the construction of new dwellings provided all district development regulations are met. Refer to the tables in section 30-512, district development regulations. For uses permitted by right refer to section 30- 512. The SR-2 districts are also subject to shoreland management standards.
- (5) *R-3 multiple-family residence district (medium density) and SR-3 shoreland multiple-family residence district (medium density).* These are modest density residential districts that are primarily intended to provide families with efficient alternatives to traditional single-family living. They are intended to provide for a variety and a mixture of multiple-family housing including townhouses, condominiums, apartments and other group housing types. They are also intended to provide recreation amenities and group usable open space within each project or development. For uses permitted by right refer to section 30-512. The SR-3 districts are also subject to shoreland management standards.

(6) *R-4 multiple-family residence district (high density) and SR-4 shoreland multiple-family residence district (high density)*. These are generally higher density districts which are primarily intended to accommodate condominiums and apartments for the full range of contemporary families including singles, couples, empty nesters, single headed families, etc. These, too, are intended to provide a variety of housing opportunities, with recreation and open space amenities, for people of all income and age groups. For uses permitted by right refer to section 30-512

(7) *LB limited business district and SLB shoreland limited business district*. These districts are primarily transitional in nature in that they generally occur where residential and commercial uses must necessarily interface. Because they intend to correlate with existing residential areas, these districts accommodate a wide range of residential uses plus office, cultural, small specialty retail and other uses that are generally compatible with intense commercial areas and surrounding residential areas. For uses permitted by right refer to section 30-512. The SLB districts are also subject to shoreland management standards.

(8) *GB general business district and SGB shoreland general business district*. These districts are intended to accommodate a broad range of retail goods and services, land uses and generally serve the entire community. Though not exclusively so, businesses in this district are relatively freestanding and tend to occupy independent building sites. They may enjoy close proximity to like businesses but depend primarily on good accessibility, high visibility and a relatively large volume of passing traffic. For uses permitted by right refer to section 30-512. The SGB districts are also subject to shoreland management standards.

(9) *CBD central business district*. This district correlates only with the downtown area of the city and is intended to serve a regional clientele. It is highly diversified and intended to offer the full array of high value comparison goods and services; hotel, cultural, tourist and entertainment services; high density residential; finance; general office and public uses. Because the CBD is a very high use intensity zone, is fully developed, much of which occurred prior to the existence of zoning regulations, and is an area that requires the city to play a role in the provision of parking, normal parking, yard and lot requirements do not apply. For uses permitted by right refer to section 30-512

(10) *MU mixed use district and SMU shoreland mixed use district*. These districts are intended to accommodate a mix of residential, retail, office and public uses. Developments within this district are encouraged to use creative arrangements to incorporate a variety of uses into an integrated plan that are compatible with surrounding land uses. Developments should incorporate features to encourage pedestrian activity, such as an interconnected street pattern, sidewalks, smaller blocks and public gathering spaces. For uses permitted by right refer to section 30-512. The SMU districts are also subject to shoreland management standards.

(11) *M medical district and SM shoreland medical district*. This district is intended to accommodate the development of medical, office, multifamily residential and related uses in the area surrounding the hospital medical complex. This may be a transitional area, and it is expected that the existing one- and two-family dwellings in the area will be replaced with more intensive uses. Development should be characterized with large lots and high landscaping standards. For uses permitted by right refer to section 30-512. The SM districts are also subject to shoreland management standards.

(12) *RC recreational commercial district and SRC shoreland recreational commercial district*. These districts reserve specific areas for commercial recreational uses, whether publicly or

privately owned, such as shooting ranges, ATV parks, game farms and golf courses. For uses permitted by right refer to section 30-512. SRC districts are also subject to shoreland management standards.

(13) BP business park district and SBP shoreland business park district. These areas are primarily small and lower intensity industrial uses, commercial land uses that are similar to wholesale businesses and businesses that have a mix of uses such as; office and back office operations, storage, assembly, and limited types of retail. BP/SBP areas include businesses that are inappropriate for industrial parks, but create few synergies by being located with retail establishments, including small wholesale businesses, back-office operations, mail-order operations, materials suppliers, and professional offices.

(143) *I-1 industrial park district and SI-1 shoreland industrial park district.* These are planned industrial districts that are intended to accommodate new, modern, high performance, low impact industrial uses in a park-like setting. They allow a full range of industrial activities plus support services but allow only limited sales of goods and services directly to the public. For uses permitted by right refer to section 30-512. SI-1 districts are also subject to shoreland management standards.

(154) *I-2 general industrial park district and SI-2 shoreland general industrial park district.* These districts generally correlate with the older existing industrial areas of the city and accommodate freestanding industrial buildings. These may be used for new industrial developments that are so designated by the city comprehensive plan provided all performance standards and extraordinary requirements are met with regard to R district relationships. For uses permitted by right refer to section 30-512. The SI-2 districts are also subject to shoreland management standards.

(156) *CD conservancy district.* These districts are established to preserve and protect open space including lakes, streams, wetlands, marshes, woodlands and similar areas of natural, aesthetic and scenic value.

(167) *PU public use district and SPU shoreland public use district.* The public land use districts are primarily intended to be used for major public and quasipublic uses of land as set forth in the comprehensive plan. They are also intended to accommodate major essential public facilities that provide governmental, educational, recreational, cultural and health care services to the entire community. For uses permitted by right refer to section 30-512. The SPU districts are also subject to shoreland management standards.

(178) *AG agricultural district.* These districts are intended to allow for the continuation of agricultural practices and activities especially in areas that may be annexed to the city where public services are not yet available, an alternative use is not imminent and the owner desires to continue to farm the land. For uses permitted by right refer to section 30-512

(189) *AP airport district.* This is a highly specialized district that encompasses that part of the city airport property which is exclusively used for air transportation and related or complementary uses. For uses permitted by right refer to section 30-512 and article III of this chapter.

(Code 1978, § 23.5(E); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

## EXHIBIT "B"

### Sec. 30-421. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

roof.

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

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

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

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

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

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

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

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

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

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

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

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

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

*Commission* means the planning commission of the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Modular housing* means a factory-built home, other than a manufactured home, composed of components substantially assembled in a manufacturing plant which are designed only for final erection or installation on a site-built, permanent foundation and is not designed to be moved once so erected or installed. Modular housing shall be regulated like dwellings which are constructed on site.

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

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

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

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

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

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

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

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

~~*Offices, professional,* means a building in which professional and management duties and services are carried out, including medical and dental clinics and offices; psychiatrists and psychologists offices; architectural, engineering, planning and legal offices; and similar uses.~~

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

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

level is the operating elevation of the normal summer pool.

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

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

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

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

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

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

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

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

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

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

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

*Residential planned unit development* means a use where the nature of residency is non-transient and

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

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

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

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

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

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

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

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

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

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

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

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

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

*Significant historic site* means any archaeological site, standing structure, or other property that meets the criteria for eligibility to the national register of historic places or is listed in the state register of

historic sites, or is determined to be an unplatted cemetery that falls under the provisions of Minn. Stat. § 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the state archaeologist or the director of the state historical society. All unplatted cemeteries are automatically considered to be significant historic sites.

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

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

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

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

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

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

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

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

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

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

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

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

*Telecommunications tower or tower* means a self-supporting lattice, guyed, or monopole structure constructed from grade that supports telecommunications facilities; the term does not include amateur

radio operations equipment licensed by the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



screen houses, fish houses, pump houses, and detached decks.

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

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

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

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

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

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

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

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

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

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

*Zoning district.* See "district."

(Code 1978, § 23.3(A), (D); Ord. No. 06-03-01, 3-13-2006; Ord. No. 06-03-02, 3-27-2006; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007; Ord. No. 10-01-01, 1-25-2010)

EXHIBIT "C"

TABLE 1 - PERMITTED USES  
TABLE INSET:

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	<u>BP/ SBP</u>	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
RESIDENTIAL																		
P	P	P	P	P	P											P		single-family detached
		P	P	P	P											P		twin home attached
		P	P	P	P			P										two-family attached
																R		manufactured home < 24' wide
					P	P	R									P		accessory apartments
R	R	R	P	P	P											R		roomers
		R	R	R	P	P	P									P		bed and breakfast accommodations
			P	P	P	P	R	P										multifamily
		CUP	CUP															manufactured home park
			P		P		P	P	P									congregate housing
	R	R	R	R	R	R	R	R							R	R		emergency housing facility
SENIOR HOUSING WITH SERVICES																		
R	R	R	P	P	P				P									6 or fewer persons
R	R	R	P	P	P				P									7 to 8 persons
R	R	R	P	P	P				P									9 to 16 persons

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	BP/ SBP	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
			P	P	P													17 or more persons
GROUP HOMES, FOSTER HOMES AND RESIDENTIAL TREATMENT CENTERS																		
R	R	R	R	R	R											R		6 or fewer persons
			P	P	P							P				P		7 to 16 persons
				P	P		P	P	P			P						17 or more persons
DAY CARE/NURSERY																		
P	P	P	P	P	P	P	P	P	R		P	R	R		P	P	P	14 or fewer persons
R	R	R	R	R	P	P	P	P	R		P	R	R		P	P	P	15 or more persons
MISCELLANEOUS RESIDENTIAL USES																		
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	accessory buildings
R	R	R	R	R	R											R		garage/yard sales
R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	essential services
R	R	R	R	R	R	R				R						P		outdoor storage
R	R	R	R	R	R											P		private recreation
R	R	R	R	R												P		woodpiles
										R								

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	<u>BP/ SBP</u>	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
R	R	R	R	R	R	R	R	R	R		<u>R</u>	R	R	R	R	R	R	temporary buildings
R	R	R	R	R	R	R	R	R	R	R	<u>R</u>	R	R	R	R	P	P	satellite dish/solar collectors
R	R	R	R	R												R		Home occupations
COMMERCIAL																		
																	P	aviation related commercial operation
AGRICULTURAL SALES AND SERVICE																		
																P		kennels
						P	P											pet shops
						P	R				<u>R</u>	<u>R</u>				P		<u>vet clinics</u> <u>vetinary</u> <u>services</u>
R																R		farm animals
						P												farm equipment
						P												feed, grain, supplies
AUTOMOTIVE/RECRE ATIONAL VEHICLES																		
						P												sales: new or used
						R					<u>R</u>							repair/service
						R												car/truck wash

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	<u>BP/ SBP</u>	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
						R	R											gasoline stations
						CUP												junk/salvage yard
						P						P	P		P			auto-truck fleet storage
						<u>P</u>					<u>P</u>						<u>P</u>	<u>Transportation dispatch and storage</u>
CONSTRUCTION																		
						P												building/plumbing/electrical supplies
					<u>R</u>	<u>P</u>	<u>P</u>				<u>P</u>							<u>construction material suppliers</u>
						R						R	R					contractor's yard, materials storage
						P												equipment/truck sales and service
						R												equipment and/or tool rental
FINANCIAL INSTITUTIONS																		
					R	P	P											bank, savings and loan, loan agency, etc.
FOOD SERVICE																		
						P	P	P	R	R								restaurant
					R	R	R	R	R			R	R		R		R	vending machines

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	<u>BP/ SBP</u>	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
HEALTH CARE																		
					P	P	P	P	P		<u>P</u>	<u>P</u>						clinic (outpatient treatment centers)
								P	P									hospitals
CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	<u>CUP</u>	CUP	CUP	CUP	CUP	CUP	CUP	INTERIM USE
					R	P	P				<u>P</u>						P	OFFICE-Business
					<u>R</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>					<u>P</u>		OFFICE-Professional
					<u>R</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>						<u>P</u>	<u>professional, scientific, and technical services</u>
					<u>R</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>							<u>administrative and support services</u>
RECREATION/ENTERTAINMENT																		
						P	P											indoor
					<u>R</u>	<u>P</u>	<u>P</u>		<u>P</u>		<u>P</u>				<u>P</u>			<u>health &amp; fitness club</u>
R					R	R	R	R									R	clubs, lodges, membership organizations, etc.
						CUP				P			CUP	CUP	CUP			recreation facility, commercial-outdoor
										R								Shooting range
										P								Off-road motorized sport

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	<u>BP/ SBP</u>	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
																		vehicle trails
						R	R											video arcades
						P	P				<u>P</u>	<u>P</u>	<u>P</u>					COMMUNICATION SERVICES
RETAIL																		
					R	P	P										R	general sales and services (see definition)
						CUP												general sales and services (see definition), greater than 70,000 sq. ft. building footprint
						P	P									P		<u>greenhouse/nursery and salesnursery, landscaping</u>
						P												grocery stores
						P	P		P		<u>P</u>	<u>P</u>						medical equipment and supplies (see definition)
					R	P	P	R	R									pharmacy
						R	R	R							R	P		temporary outdoor sales
SCHOOLS PUBLIC AND PRIVATE																		
R	R	R	R	R											P			elementary - secondary
						P	P								P	P		post high schools and colleges

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	<u>BP/ SBP</u>	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
<b>WAREHOUSE</b>																		
						P					<u>P</u>	P	P		R			general
						P												mini storage
						<u>P</u>					<u>P</u>	<u>P</u>	<u>P</u>					<u>motor freight terminal</u>
					R	R	R	R	R	R	<u>R</u>	R	R	R	R	R	R	outdoor storage of land/sea containers
<b>PUBLIC/SEMI-PUBLIC</b>																		
P	P	P	P	P											P	P		athletic facilities - public
															P	P		cemeteries
R	R	R	R	R	R	R	R										P	churches
						P	P								P			cultural facilities (art galleries, libraries, museums)
R	R	R	R	R						P					R	P		golf and country clubs
												P	P		P			water sewage treatment
										CUP		CUP	CUP			CUP		telecommunications towers
P	P	P	P	P	P	P	P	P	P	<u>P</u>	<u>P</u>	P	P		P	P	P	treatment, power substations, neighborhood parks
CUP	CUP	CUP	CUP	CUP	R	R	CUP	CUP	R	R	<u>R</u>	R	R	R	R	R	R	essential services structure



RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	<u>BP/ SBP</u>	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
												CUP						jail, detention center, and juvenile detention center
TRANSPORTATION																		
											<u>P</u>	P	P			P	P	major (terminals, hangers, switching yards, sidings, runways, heliports)
	P	P	P	P	P	P	P	P	P		<u>P</u>	P	P	P	P	P	P	minor (railroad, rights- of-way, streets, transit shelters)
INDUSTRIAL																		
						P						P						monument work/sales
												P			P		P	military post
					R	R	R				<u>P</u>	P	P					manufacturing, <del>light</del> custom (production and sale of handmade goods on the premises)
												P	P					manufacturing, heavy (fabricating, processing, assembly from raw or semifinished products)
											<u>P</u>	P	P					Light industrial activities not listed
												P	P					Heavy industrial activities not listed

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	<u>BP/ SBP</u>	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
						R						P						recycling center
						P					<u>P</u>	<u>P</u>	<u>P</u>					<u>testing and research wholesale distribution facility</u>
					R	R	R				<u>R</u>	R	R					outdoor storage (merchandise/material)
CUP										CUP		CUP	CUP		CU P			mining of sand and gravel

TABLE 2-A DISTRICT DEVELOPMENT REGULATIONS - PRINCIPAL STRUCTURES  
TABLE INSET:

ZONE	MINIMUM LOT SIZE			MINIMUM YARD SETBACKS				MAXIMUM LOT COVERAGES			BUILDING SIZES	
	Gross Area	Area S/F Unit	Width	Front	Interior Side	Street Side	Rear	Building (percentage)	Total Surface (percentage)	GUOS Unit	Maximum Height (feet)	Minimum Dimension (feet) <sup>5</sup>
RR	1.5 acre	1.5 AC	200	30	15	30	30	20	N/A		35	24
R-1	8,400	8,400	70	30	6-9'	15	30	30	N/A		30	24
R-1a	6,000	6,000	44	30	6	15	30	40	NA		30	24
R-2	7,000 <sup>4</sup>	5,000	50 <sup>4</sup>	30	6-9' <sup>1,4</sup>	15	30	30	N/A		30	24
R-3	15,000 <sup>4</sup>	5,000	100 <sup>4</sup>	35	10 <sup>4</sup>	15	35	30	75	400	30	24
R-4	15,000 <sup>4</sup>	2,500	100 <sup>4</sup>	35	20 <sup>4</sup>	30	35	35	75	400	45	24
LB	14,000 <sup>4</sup>	3,000	100 <sup>4</sup>	30	10 <sup>4</sup>	15	15	35	85	500	35	24

ZONE	MINIMUM LOT SIZE			MINIMUM YARD SETBACKS				MAXIMUM LOT COVERAGES			BUILDING SIZES	
	Gross Area	Area S/F Unit	Width	Front	Interior Side	Street Side	Rear	Building (percentage)	Total Surface (percentage)	GUOS Unit	Maximum Height (feet)	Minimum Dimension (feet) <sup>5</sup>
GB	10,500	3,000	75	30	10	15	10	40	90	500	35	24
CBD	7,000	3,000	50	N/A	N/A	N/A	N/A	100	100	N/A	60	24
MU	40,000	2,500	100	35	20	30	35	40	75	N/A	45	24
M <sup>3</sup>	20,000	3,000	100	30	10	15	15	35	85	500	35	24
RC	1.5 acre	1.5 acre	200	50	25	25	25	25	50	N/A	35	N/A
<u>BP</u>	<u>30,000</u>	<u>N/A</u>	<u>150</u>	<u>50</u>	<u>15</u>	<u>25</u>	<u>15</u>	<u>40</u>	<u>85</u>	<u>N/A</u>	<u>35</u>	<u>24</u>
I-1	1 acre	N/A	150	50	25	25	25	50	90	N/A	40	24
I-2	1 acre	N/A	150	50 <sup>2</sup>	25	25 <sup>2</sup>	25	60	90	N/A	110	N/A
PU	1 acre	N/A	50	30	10	15	30	N/A			35	N/A
CD	N/A		50	50	50	50	50	N/A			N/A	
AG	2.5 acres	2.5 acres	50	50	50	50	50	N/A			N/A	
AP	N/A		50	50	50	50	50	N/A			N/A	

TABLE INSET:

FOOTNOTES:	1.	The sum of the two side yards must equal 15 feet, and six feet is the minimum side yard dimension.
	2.	These yards may be reduced to zero feet if abutting the CBD zone.

	3.	When a building in the medical zone is proposed to abut an existing building, for the purpose of providing a pedestrian linkage between the adjacent structures, a zero foot setback may be allowed along the common lot line.
	4.	For Twin Homes, each lot shall have a minimum lot size (gross area) of seven thousand (7,000) sq. ft., each lot shall be a minimum of fifty feet (50') wide and the interior side setback shall be nine feet (9') or zero feet (0') minimum. (Rev 3/98) EXAMPLES: A duplex in R-2     10,000 sq. ft. required
	5.	Essential services structures may have a minimum building dimension less than 24 feet.

TABLE 2-B DISTRICT DEVELOPMENT REGULATIONS ACCESSORY STRUCTURES  
 MINIMUM YARD SETBACKS  
 TABLE INSET:

ZONE	FRONT	INTERIOR SIDE	STREET SIDE <sup>1</sup>	REAR	MAXIMUM HEIGHT
RR	30 <sup>2</sup>	15	30 <sup>2</sup>	30	25
R-1	30	6	15	10	18 <sup>3</sup>
R-1a	30	6	15	10	18 <sup>3</sup>
R-2	30	6	15	10	18 <sup>3</sup>
R-3	30	6	15	10	18
R-4	30	6	30	10	18
LB	30	10	15	15	18
GB	30	10	15	10	18
CBD	N/A				30
MU	30	10	15	15	18
M	30	10	15	15	18
RC	50	25	25	25	35
<u>BP</u>	<u>50</u>	<u>15</u>	<u>25</u>	<u>15</u>	<u>30</u>
I-1	50	25	25	25	40
I-2	50 <sup>4</sup>	25	25 <sup>4</sup>	25	60
CD	50	50	50	50	40
PU	30	10	15	30	18
AG	50 <sup>2</sup>	50	50 <sup>2</sup>	50	60
AP	50	50	50	50	N/A

TABLE INSET:

FOOTNOTES:	1.	A minimum of 20 feet where a garage is entered from a street for R-1, R-1a, R-2 and R-3 Districts.
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	2.	Accessory buildings in RR and AG districts must be setback 75 feet if located in front or side yard, please refer to section 30-563 (1)d.
	3.	18 feet or the same height as the principal structure (whichever is greater) in R-1, R-1a & R-2 Zones.
	4.	These yards may be reduced to zero feet if abutting the CBD zone.
NOTE:		For total square footage allowed for accessory buildings, please refer to section 30-563(2).

TABLE 2-C DISTRICT DEVELOPMENT REGULATIONS - SURFACE PARKING  
 MINIMUM YARD SETBACKS  
 TABLE INSET:

ZONES	MINIMUM YARD SETBACKS				INTERIOR LANDSCAPING REQUIREMENTS	
	FRONT	INTERIOR SIDE	STREET SIDE	REAR	AMOUNT (sq. ft./stall)	THRESHOLD <sup>3</sup>
RR	Please refer to section 30-593(e)				N/A	
R-1	Please refer to section 30-593(e)				N/A	
R-1a	Please refer to section 30-593(e)				N/A	
R-2	Please refer to section 30-293(e)				N/A	
R-3	10	6	10	6	20	25
R-4	10	6	10	6	15	40
LB	10 <sup>1</sup>	6	10	10	20	25
GB	10 <sup>1</sup>	6	10	6	15	40
CBD	6	6	6	6	10	40
M	10 <sup>1</sup>	6	10	10	20	25
MU	10 <sup>1</sup>	6	10	10	20	25
RC	35 <sup>1</sup>	10	25	10	10	40
<u>BP</u>	<u>10</u>	<u>6</u>	<u>10</u>	<u>6</u>	<u>10</u>	<u>25</u>
I-1	10	6 <sup>2</sup>	10	6 <sup>2</sup>	N/A	
I-2	10	6 <sup>2</sup>	10	6 <sup>2</sup>	N/A	
CD, PU	25	25	25	25	15	40
AG	N/A					
AP	25	25	25	25	N/A	

TABLE INSET:

FOOTNOTES:	1.	Amount indicated in above table, or ten percent of the parking lot depth, whichever is greater.
	2.	Increase to 25 feet when parking lot abuts a residential district.
	3.	If the parking lot is designed for more than the number of cars shown in this column, then the interior landscape requirements shall be invoked. Threshold refers to the number of stalls in a parking lot which, if equaled or exceeded, requires the installation of interior landscaping.



TABLE 17C-1 MINIMUM LOT SIZE STANDARDS SHORELAND DISTRICTS

TABLE INSET:

LAKE CLASSIFICATIONS AND ZONING DISTRICTS	Sewered Lots				Non-Sewered Lots			
	Riparian Lots		Non-Riparian Lots		Riparian Lots		Non-Riparian Lots	
Natural Environment (Lily Lake and Horseshoe Lake)	Area	Width	Area	Width <sup>1</sup>	Area	Width	Area	Width
SPU	1 acre	150	1 acre	150	1 acre	200	1 acre	200
SRR	1.5 acres	200	1.5 acres	200	80,000	200	80,000	200
SR-1	40,000	125	20,000	125	80,000	200	80,000	200
SR-1a	40,000	125	20,000	125	80,000	200	80,000	200
SR-2 (SR-1 plus "X" per additional dwelling unit)	30,000	100	15,000	95	40,000	100	80,000	200
SR-2 Twin Homes Only	35,000	50	17,500	50	60,000	50	80,000	100
SR-3 or SR-4	Must meet requirements of 30-809							
SLB, SGB, SMU or SM	1 acre	200	1 acre	200	1 acre	200	1 acre	200
SRC	1.5 acre	200	1.5 acre	200	1.5 acre	200	1.5 acre	200
<u>SBP</u> , SI-1 or SI-2	1 acre	150	1 acre	150	1 acre	200	1 acre	200
Recreational Development	(McKinney Lake, Crystal Lake, Hale Lake, Forest Lake)							
SPU	1 acre	200	1 acre	200	1 acre	200	1 acre	200
SRR	1.5 acres	200	1.5 acres	200	1.5 acres	200	1.5 acres	200

LAKE CLASSIFICATIONS AND ZONING DISTRICTS	Sewered Lots				Non-Sewered Lots			
	Riparian Lots		Non-Riparian Lots		Riparian Lots		Non-Riparian Lots	
	Area	Width	Area	Width <sup>1</sup>	Area	Width	Area	Width
SR-1	20,000	75	15,000	75	40,000	150	40,000	150
SR-1a	20,000	75	15,000	75	40,000	150	40,000	150
SR-2 (SR-1 plus "X" per additional dwelling unit)	15,000	60	11,000	60	40,000	75	40,000	115
SR-2 Twin Homes Only	17,500	50	13,000	50	40,000	50	80,000	60
SR-3 or SR-4	Must meet requirements of section 30-809							
SLB	15,000	100	14,000	100	20,000	100	20,000	100
SGB, SMU	15,000	75	12,500	75	20,000	100	20,000	100
SRC	1.5 acre	200	1.5 acre	200	1.5 acre	200	1.5 acre	200
<u>SBP</u> , SI-1 or SI-2	1 acre	200	1 acre	200	1 acre	200	1 acre	150
General Development	Mississippi Reservoir from the Blandin Dam West to City Limits, and Pokegama Lake							
SRR	1.5 acres	200	1.5 acres	200	1.5 acres	200	1.5 acres	200
SR-1	15,000	75	10,000	75	20,000	100	40,000	150
SR-1a	15,000	75	10,000	75	20,000	100	40,000	150
SR-2 (SR-1 plus "X" per additional dwelling unit)	9,000	60	7,500	60	20,000	80	40,000	115
SR-2 Twin Homes Only	12,000	50	8,750	50	20,000	50	40,000	60
SM	1.5 acre	250	1.5 acre	150	1.5 acre	250	1.5 acre	150
SR-3 or SR-4	Must meet requirements of section 30-809							
SPU, , SLB, SGB,SMU, SRC, <u>SBP</u> , SI-1, SI-2	Same requirements as Recreational Development Lakes							

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River Classification and Zoning Districts	Sewered Lot		Unsewered Lot	
	Lot Area	Lot Width	Lot Area	Lot Width
Urban River – Mississippi River Blandin Dam to the N/S ¼ section line of Section 27-55-25				
Tributary River – Mississippi River all areas of township 55 north, range 25 west under City's zoning jurisdiction				
SRR	1.5 acres	200	1.5 acre	200
SR-1	15,000	75	20,000	100
SR-1a	15,000	75	20,000	100
SR-2 (SR-1 plus "X" per additional dwelling unit)	9,000	60	20,000	100
SR-2 Twin Homes Only	12,000	50	20,000	50
SR-3 or SR-4	Must meet requirements of Section 30-809			
SLB, SGB, SMU or SM	15,000	75	20,000	100
SRC	1.5 acre	200	1.5 acre	200
SI-1 or SI-2	1 acre	150	1 acre	150
SPU	1 acre	200	1 acre	200
Forested River - Mississippi River – N/S ¼ section line of Section 27-55-25 to the south line of township 55 north, range 25 west				
SRR	1.5 acre	200	1.5 acre	200
SR-1	40,000	200	80,000	200
SR-1a	40,000	200	80,000	200
SR-2 (SR-1 plus "X" per additional dwelling unit)	30,000	100	40,000	100
SR-2, Twin Homes Only	35,000	100	60,000	100
SR-3 or SR-4	Must meet requirements of 30-809			
SLB, SGB, SMU or SM	1 acre	200	1 acre	200
SRC	1.5 acre	200	1.5 acre	200
SI-1 or SI-2	1 acre	200	1 acre	200
SPU	1 acre	200	1 acre	200

TABLE INSET:

\*EXAMPLE: A SFD located on a sewer, riparian, Natural Environment Lake lot in a SR-2 zone would require a minimum lot size of 40,000 square feet. A similarly situated duplex would require a minimum lot size of 70,000 square feet (40,000 plus 30,000).

TABLE 17C-2 MINIMUM SETBACKS/COVERAGE STANDARDS SHORELAND DISTRICTS  
TABLE INSET:

	SETBACK FROM OHWL (feet)			SETBACK FROM PROPERTY LINE (feet)				OTHER REQUIREMENTS		
	Building (Public Sewer)	Building (Private Sewer)	Sewage Treatment System	Front Street	Interior Side	Street Side	Rear	Maximum <sup>1</sup> Lot Coverage (percentage)	Maximum Building Height	Minimum Building Dimension
Natural Environment (Lily Lake and Horseshoe Lake)										
SPU	150	150	150	30	10	15	10	85	35	24
SRR	150	150	150	30	15	30	30	25	35	24
SR-1	150	150	150	30	6-9 <sup>2</sup>	15	30	25	25	24
SR-1a	150	150	150	30	6	15	30	25	25	24
SR-2	150	150	150	30	6-9 <sup>2</sup>	15	30	25	25	24
SR-3	150	150	150	35	10	15	35	75	25	24
SR-4	150	150	150	35	20 <sup>4</sup>	30	35	75	45	24
SLB, SGB	150	150	150	30	10	15	10	85	35	24
SM	150	150	150	30 <sup>5</sup>	10	20 <sup>5</sup>	15	25	45	24
SMU	150	150	150	35	30	30	35	75	45	24
SRC	150	150	150	50	25	25	25	25	35	N/A
<u>SBP</u>	<u>150</u>	<u>150</u>	<u>150</u>	<u>50</u>	<u>15</u>	<u>25</u>	<u>15</u>	<u>85</u>	<u>35</u>	<u>24</u>
SRC, S-I1 or SI-2	150	150	150	50	25	25	25	85	60	N/A
Recreational Development	(McKinney Lake, Crystal Lake, Hale Lake, Forest Lake)									
SPU	75	100	75	30	10	15	10	85	35	24
SRR	75	100	75	30	15	30	30	25	35	24

SR-1	75	100	75	30	6-9 <sup>2</sup>	15	30	35	25	24
SR-1a	75	100	75	30	6	15	30	35	25	24
SR-2	75	100	75	30	6-9 <sup>2</sup>	15	30	35	25	24
SR-3	75	100	75	35	10	15	35	75	25	24

	SETBACK FROM OHWL (feet)			SETBACK FROM PROPERTY LINE (feet)				OTHER REQUIREMENTS		
	Building (Public Sewer)	Building (Private Sewer)	Sewage Treatment System	Front Street	Interior Side	Street Side	Rear	Maximum <sup>1</sup> Lot Coverage (percentage)	Maximum Building Height	Minimum Building Dimension
SR-4	75	100	75	35	20 <sup>4</sup>	30	35	75	45	24
SLB, or SGB	75	100	75	30	10	15	10	85	35	24
SMU	75	100	75	35	20	30	35	75	45	24
SRC	75	100	75	50	25	25	25	25	35	N/A
SRC, SI-1 or SI-2	75	100	75	50	25	25	25	85	60	N/A
General Development	Mississippi Reservoir from Blandin Dam West to City Limits, and Pokegama Lake									
SPU	75	100	75	30	10	15	10	85	35	24
SRR	50	75	50	30	15	30	30	25	35	24
SR-1	50	75	50	30	6-9 <sup>2</sup>	15	30	35	25	24
SR-1a	75	100	75	30	6	15	30	35	25	24
SR-2	75	100	75	30	6-9 <sup>2</sup>	15	30	35	25	24
SR-3	75	100	75	35	10	15	35	75	25	24
SR-4	75	100	75	35	20 <sup>4</sup>	30	35	75	45	24
SLB or SGB,	75	100	75	30	10	15	10	85	25	24
SM	50	75	50	30 <sup>5</sup>	10	20 <sup>5</sup>	15	25	45	24
SMU	75	100	75	35	20	30	35	75	45	24
SRC	75	100	75	50	25	25	25	25	35	N/A
<u>SBP</u>	<u>75</u>	<u>100</u>	<u>75</u>	<u>50</u>	<u>15</u>	<u>25</u>	<u>15</u>	<u>85</u>	<u>35</u>	<u>24</u>

S-I1 or SI-2	75	100	75	50	25	25	25	90	110	N/A
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	SETBACK FROM OHWL (feet)			SETBACK FROM PROPERTY LINE (feet)				OTHER REQUIREMENTS		
	Building (Public Sewer)	Building (Private Sewer)	Sewage Treatment System	Front Street	Interior Side	Street Side	Rear	Maximum <sup>1</sup> Lot Coverage (percentage)	Maximum Building Height	Minimum Building Dimension
Urban River	Mississippi River - Blandin Dam to the N/S ¼ section line of Section 27-55-25									
Tributary River	Prairie River – All areas of township 55 north, range 25 west under City's zoning jurisdiction.									
SPU	50	100	75	30	10	15	10	90	35	24
SRR	50	100	75	30	15	30	30	20	35	24
SR-1	50	100	75	30	6-9 <sup>2</sup>	15	30	35	25	24
SR-1a	50	100	75	30	6	15	30	35	30	24
SR-2	50	100	75	30	6-9 <sup>2</sup>	15	30	35	30	24
SR-3	50	100	75	35	10	15	35	75	25	24
SR-4	50	100	75	35	20 <sup>4</sup>	30	35	75	45	24
SLB or SGB	50	100	75	30	10	15	10	90	35	24
SMU	50	100	75	35	20	30	35	75	45	24
SRC	50	100	75	50	25	25	25	25	35	N/A
SRC, SI-1 or SI-2	50	100	75	50	25	25	25	90	60	N/A



	SETBACK FROM OHWL (feet)			SETBACK FROM PROPERTY LINE (feet)				OTHER REQUIREMENTS		
	Building (Public Sewer)	Building (Private Sewer)	Sewage Treatment System	Front Street	Interior Side	Street Side	Rear	Maximum <sup>1</sup> Lot Coverage (percentage)	Maximum Building Height	Minimum Building Dimension
Forested River	Mississippi River from N/S ¼ section line of Section 27-55-25 to the south line of township 55 north, range 25 west									
SPU	150	150	100	30	10	15	10	90	35	24
SRR	150	150	100	30	15	30	30	20	35	24
SR-1	150	150	100	30	6-9 <sup>2</sup>	15	30	35	25	24
SR-1a	150	150	100	30	6	15	30	35	30	24
SR-2	150	150	100	30	6-9 <sup>2</sup>	15	30	35	30	24
SR-3	150	150	100	35	10	15	35	75	25	24
SR-4	150	150	100	35	20 <sup>4</sup>	30	35	75	45	24
SLB or SGB	150	150	100	30	10	15	10	90	35	24
SMU	150	150	100	35	20	30	35	75	45	24
SRC	150	150	150	50	25	25	25	25	35	N/A
SRC, SI-1 or SI-2	150	150	100	50	25	25	25	90	60	N/A

FOOTNOTES:	1.	These maximum lot coverage's are subject to the requirements of section 30-806(3) otherwise the maximum allowable lot coverage within a shoreland district is 25 percent (see definition of "impervious surface").
	2.	The sum of the two side yards must equal at least 15 feet, and six feet is the minimum dimension.
	3.	These yards may be reduced to zero feet if abutting a CBD zone.
	4.	For Twin Homes, the interior side setback shall be nine feet (9') or zero feet (0') minimum.
	5.	Where front or side yards abut either Federal, State, or County Roadways, the required setback shall be a minimum of 50'. (per 6120.3300, subpart F)

\* Single-family development within the SR-1 or SR-2 zones on legal lots of record that fall below the minimum lot size and width standards may be permitted to cover up to 50 percent of the lot with impervious surfaces. Development of conforming lots within the SR-1/SR-2 district shall be limited to the provisions of Table 17C-2. (Accessory structures in Shoreland follow standard setbacks (pg 150).  
Exception: Water Oriented Structures follow Shoreland Regulations (Pg. 125).

TABLE 3-A  
 DISTRICT DEVELOPMENT REGULATIONS - BUFFERYARD COMPONENTS  
 Required Plant Materials per 100 Linear Feet (from each category)  
 TABLE INSET:

Type of Bufferyard	Canopy Trees	Understory Evergreen Trees	Shrubs	Fence
A	1	2	4	No
B	1	3	6	No
C	1	4	8	No
D	1	5	10	Yes*
E	1	6	12	Yes**

\* Fence required only when off-street parking area abuts a residential zone and fences are required only when an off-street parking area is situated abutting a residential zone and located within 25 feet of a residential zone property line. The fence shall not be less than 3 1/2 feet high nor more than six feet high, and located within 25 feet of a residential zone property line. The fence shall not be less than 3 1/2 feet nor more than six feet in height, and shall have an opacity of not less than 90 percent. No parking lot fencing shall be required in a required front yard or street side yard.

\*\* In addition to the parking lot fence requirements for a type E bufferyard, a fence shall be required only on the common lot line(s) or lot lines adjacent to an alley, but shall not extend into the required front yard. The fence shall have an opacity of not less than 90 percent, and shall be six feet high, unless otherwise required in this article.

Appendix 1  
Examples of Acceptable Plantings  
TABLE INSET:

CANOPY	UNDERSTORY	EVERGREENS	SHRUBS
Red Maple	Amur Maple	White Fir	Black Chokeberry
Sugar Maple	American Alder	Balsam Fir	Japanese Barberry
Yellow Birch	Serviceberry	Eastern Red Cedar	Siberian Peashrub
Paper Birch	River Birch	White Spruce	Russian Peashrub
Common Hackberry	Pagoda Dogwood	Blackhill Spruce	American Bittersweet
White Ash	Cockspur Hawthorn	Norway Spruce	Button Bush
Green Ash	Winterking Hawthorn	Blue Spruce	Bailey's Dogwood
Bigtoothed Aspen	Russian Olive	Jack Pine	Gray Dogwood
Quaking Aspen	Crab Apples	Austrian Pine	Redozier Dogwood
White Oak	Ironwood	Red Pine	American Hazelnut
Swamp White Oak	Plum	White Pine	Burning Bush
Northern Red Oak		Scotch Pine	Forsythia
Barr Oak		Douglas Fir	Common Witchhazel
Pin Oak		American Arborvitae	Common Privet
		Canadian Hemlocki	Clavy's Dwarf Honeysuckle
			Honeysuckle-Bush
			Northern Bayberry

NOTE: This listing is not necessarily inclusive of all the plant species that would be acceptable in the city. It is intended to be illustrative of the types of plants that grow well here. Contact a qualified landscaper or nursery professional for more information.

(Code 1978, § 23.5(F); Ord. No. 05-05-08, 5-18-2005)

Secs. 30-513--30-530. Reserved.

TABLE 3-B DISTRICT DEVELOPMENT REGULATIONS – BUFFERYARDS REQUIRED BY LOCATION

TABLE INSET:

Zoning of Subject Property	Zoning of Adjacent Property																		
	RR	R-1	R-1a	R-2	R-3	R-4	LB	GB	CBD	MU	M	RC	<u>BP</u>	I-1	I-2	CD	PU	AG	AP
RR	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<u>N/A</u>	N/A	N/A	N/A	N/A	N/A	N/A
R-1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<u>N/A</u>	N/A	N/A	N/A	N/A	N/A	N/A
R-1a	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<u>N/A</u>	N/A	N/A	N/A	N/A	N/A	N/A
R-2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<u>N/A</u>	N/A	N/A	N/A	N/A	N/A	N/A
R-3	C	C	C	C	A	A	A	A	A	A	A	A	<u>A</u>	A	A	C	C	C	A
R-4	C	C	C	C	B	A	A	A	A	A	A	A	<u>A</u>	A	A	C	C	C	A
LB	D	D	D	D	D	D	A	A	A	A	A	A	<u>A</u>	A	A	D	D	D	A
GB	D	D	D	D	D	D	A	A	A	A	A	A	<u>A</u>	A	A	D	E	E	A
CBD	B	B	B	B	B	B	N/A	N/A	N/A	N/A	N/A	N/A	<u>N/A</u>	N/A	N/A	N/A	N/A	N/A	N/A
MU	B	B	B	B	A	A	A	A	A	A	A	A	<u>A</u>	A	A	A	B	A	A
M	D	D	D	D	D	D	A	A	A	A	A	A	<u>A</u>	A	A	D	D	D	A
RC	B	B	B	B	A	A	A	A	A	A	A	A	<u>A</u>	A	A	A	A	A	A
<u>BP</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>B</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>B</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>
I-1	E	E	E	E	E	E	B	A	A	A	B	A	<u>A</u>	A	A	E	E	N/A	N/A
I-2	E	E	E	E	E	E	B	A	A	A	D	A	<u>A</u>	A	A	E	E	E	A
CD	A	A	A	A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<u>N/A</u>	N/A	N/A	N/A	N/A	N/A	N/A
PU	A	A	A	A	A	A	A	A	A	A	A	A	<u>A</u>	A	A	A	A	A	A
AG	A	A	A	A	A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<u>N/A</u>	N/A	N/A	N/A	N/A	N/A	N/A
AP	C	C	C	C	C	C	A	A	A	A	A	A	<u>A</u>	A	A	A	A	C	N/A

## EXHIBIT "D"

### Sec. 30-592. - Supplementary height regulations.

(a) *Permitted exceptions.* The following structural appurtenances shall be permitted to exceed the height restrictions for the district provided they do not impair the solar access of buildings on adjoining properties and are not used for human occupancy or commercial enterprise:

(1) Ornamentation such as church spires, belfries, bell towers, cupolas, domes, monuments and flagpoles.

(2) Mechanical appurtenances such as solar collectors, chimneys, smoke stacks, public utility facilities, elevator and stairwell penthouses, aerials, radio and television antennae and cooling towers.

(3) Security fences or walls in the R-3, SR-3, R-4, SR-4, GB, SGB, CBD, BP, SBP and I zones, shall be permitted to a height of 12 feet provided that any fence or wall over 6 feet in height meets the setback requirements for buildings. No barbed wire shall be permitted on any fence at a height of less than seven feet from the finished grade level.

(b) *Required reduction.* Refer to airspace overlay regulations, section 30-701

(Code 1978, § 23.6(B); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

## EXHIBIT "E"

### Sec. 30-564. - Uses with restrictions.

The following restrictions apply in this article as indicated:

(1) Accessory apartments (within the CBD zone): Shall be required to have one off-street parking stall per unit.

(2) Administrative and support services (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.

(3) Automotive/RV repair (within GB, SGB, BP, SBP zone) provided:

- a. No repair work shall take place outside of the principal structure; and
- b. Any damaged or disassembled (partially or wholly) vehicle stored overnight shall be kept in an enclosure screening the vehicle and/or other materials from public view in such manner as described in section 30-594(h).

(4) Bank, savings and loan, or loan agency (within the LB, SLB zone): Maximum size of structure 2,000 square feet GFA.

(5) Bed and breakfast facilities (within R-2, SR-2 zone) provided:

- a. One off-street parking space is provided for each guestroom in addition to the minimum number required for residential and any other permitted uses.
- b. The facility shall be limited to providing service to four persons, excluding children under 12 accompanied by a parent; provided that service to up to ten (10) persons may be allowed in an R2 zone by Conditional Use Permit
- c. The facility shall not have more than two guestrooms; provided that up to five (5) guest rooms may be allowed in an R2 zone by Conditional Use Permit.
- d. Signs identifying bed and breakfast facilities shall not exceed three square feet in area. This provision shall take precedence over any less restrictive sign regulations in this article.

(6) Bed and breakfast facilities (within R-3, SR-3, R-4, SR-4 zone): Same restrictions as the R-2 zone, except that the facility may serve up to ten persons, but shall not have more than five guestrooms.

(7) Car, truck and equipment cleaning establishments (within GB, SGB zone): Subject to the special restrictions established for gasoline and fuel sales and service establishments. See subsection (15) of this section. In addition, the vehicle entrance door shall be no more than ten feet high.

(8) Churches and similar places of worship provided as follows (within RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, GB, SGB, CBD zone):

- a. No principal building shall be located within 30 feet of any lot line of an abutting lot in an R district;

b. The site shall be at least one acre in size; and

c. The use shall be subject to the site development standards defined in division 7 of this article, and for bufferyard purposes shall be treated as an R-3 property.

(98) Clubs, lodges and membership organizations (within RR, LB, GB, SGB, CBD, MU, SMU, and AG zone):

a. Within GB, SGB, CBD, MU, and SMU, may not be located closer than 600 feet to any school.

b. Within RR, LB and AG districts, no commercial (retail or service) uses shall be conducted as part of the organization's operations from the site.

(109) Contractor's yard, material storage (within the GB, SGB, I-1, SI-1, I-2 and SI-2 zone): All outdoor storage of equipment, except automobiles and trucks up to two ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).

(11) Construction material suppliers (within LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area, and no more than 1,000 square feet GFA of retail sales space.

(1240) Customary home occupations are subject to all of the following conditions:

a. Home occupations shall be conducted solely by persons residing in the residence.

b. All business activity and storage shall take place within the interior of the residence and shall not take place in an accessory building or buildings.

c. There shall be no alteration to the exterior of the residential dwelling, accessory building or yard that in any way alters the residential character of the premises.

d. No sign, display, or device identifying the occupation shall be used.

e. The occupation shall not be visible or audible from any property line.

f. Such occupation shall not involve the retail sale or rental of products on the premises.

g. No vehicle used in the conduct of the occupation shall be parked, stored or otherwise present at the premises other than such as is customarily used for domestic or household purposes such as a van or three-quarter ton truck.

h. Only on-site off-street parking facilities normal for a residential use shall be used.

i. The use of substances that may be hazardous to the health, safety or welfare of neighbors and neighboring property shall not be used in the conduct of a home occupation.

(1344) Day care centers (within MU, SMU, M, SM, I-1, SI-1, I-2, SI-2 zone): Must be accessory to a permitted use and available only for employees of that permitted use.

(1442) Day care centers for 15 or more persons (within the RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4 zone): Licensed by the state within elementary, junior high and

senior high schools and religious institutions.

(1543) Emergency housing facility (within R-1, R-2, R-3, SR-3, R-4, SR-4, LB, SLB, GB, PU, SGB, CBD, MU, SMU, AG zone): Provided as follows:

- a. Facility shall provide detailed program information including goals, policies, site plan, building plan, staffing pattern, target capacity, security measures, and emergency management plan.
- b. The facility shall not be located in a two-family or multi-family dwelling unless it occupies the entire structure.
- c. The facility shall be limited to no more than 16 residents in residential zoning districts or 32 residents in non-residential districts without a conditional use permit.
- d. Existing residential structures used for an emergency housing facility shall not be externally altered so that the original residential character of the structure is compromised unless approved by the city council.
- e. No on-street parking shall be allowed. Adequate off-street parking shall be required by the city based on the staff and resident needs of the specific facility. Private driveways shall be of adequate width to accommodate effective vehicle circulation. Emergency vehicle access shall be available at all times.
- f. Landscaping and buffering shall be provided consistent with the requirements contained in section 30-594
- g. Signage of the emergency housing facility shall be limited to the provisions of division 10 based on the zoning district in which it is located.
- h. Emergency housing within the R-1 and R-2 districts shall be as accessory uses to the principle use.

(1644) Equipment and/or tool rental (within the GB, SGB zone): All outdoor storage of equipment, except automobiles and trucks up to two ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).

(1745) Essential services (within all zones): Provided as follows:

- a. Prior to the installation, the owner files with the city engineer/zoning administrator all maps, sketches or diagrams and other pertinent information as deemed necessary by the city engineer/zoning administrator for review of the proposed project.
- b. Radio transmitters and receivers accessory to an essential service may be located on existing utility poles or light standards within the public right-of-way provided the radio transmitters and receivers comply with the following standards:
  1. Radio transmitters and receiver devices located on a utility pole/tower or light standard shall be at least fifteen feet above grade.
  2. Radio transmitters and receiver devices shall not exceed eighteen inches in length or width or extend more than eighteen inches from the pole.



3. Antennas may not extend more than twenty-four inches from the equipment.
4. A map shall be submitted showing the location of all proposed radio transmitters and receivers. The map shall be accompanied by a list of all sites referenced by the closest street address or property identification number. The list of sites must also describe the type of pole to be used.
5. The applicant shall notify the city of any changes to the approved list prior to erecting or placing any additional equipment in the right-of-way.
6. The applicant shall notify the city at the time of permit application of any obstruction that would cause traffic to be rerouted or stopped.
7. The applicant shall enter into an encroachment agreement with the city if required.

(1816) Essential service structures (LB/SLB, GB/SGB, M/SM, RC/SRC, BP/SBP, I-1/SI-1, I-2/SI-2, CD, PU/SPU, AG, AP): Provided they shall not be located within 30 feet of any lot line of an abutting residential district.

(17) Farm Animals (within AG, RR, SRR zone) provided:

- a. All farm and permitted non-domestic animals must be so contained to prevent the animals from escaping onto neighboring properties or injuring the public.
- b. Enclosed pens, corrals, feed lots, and structures used to house farm and permitted non-domestic animals shall be setback a minimum of 25 feet from the nearest lot line or the applicable accessory structure setback, whichever is greater (said setback shall not apply to open grazing or pasture areas).

(1948) Garage/yard sales (within RR, SRR, R-1, SR-1, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, AG)—Temporary: Provided as follows:

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

(2049) Gasoline and fuel sales and service establishments including accessory car washes (within GB, SGB zone): Subject to all of the following:

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

e. Pump islands, canopies, and tank vents shall conform to yard requirements or a minimum of 20 feet from a street right-of-way whichever is greater.

(2120) Gasoline station (within CBD zone): No more than one carwash bay and/or two service bays shall be permitted as accessory uses.

(2224) Golf and country clubs (within residential zones and PU, SPU zone): Other than golf driving ranges and miniature golf courses but including clubhouses provided the site shall be 40 or more acres in size and shall have a direct access to a major street as defined by the city comprehensive plan. Swimming pools, tennis courts, structures and parking shall be located a minimum of 50 feet from all residential property lines.

(2322) Group homes, foster homes or licensed residential facilities for six or fewer persons (within residential zones, LB, SLB and AG zone): Must be licensed by the state for six or fewer persons.

(24) Health & fitness club (within the LB, SLB zone): Maximum size of structure 3,000 square feet GFA.

(2523) Individual manufactured homes with a minimum dimension of less than 24 feet (within the AG zone): Provided:

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

(2624) Manufactured housing as defined by Minn. Stat. § 327.31 and further subject to the following:

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

(2725) Manufacturing, custom (within LB, SLB zone): Subject to the following:

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

(2826) Manufacturing, custom (within GB, SGB, CBD zone): Subject to the following:

- a. Not to exceed a gross floor area of 6,000 square feet with at least one-third of such space to be used for retail sales and display purposes.
- b. No hazardous materials used in the fabrication of materials.

(2927) Multifamily residential (within the CBD zone): Shall provide one off-street parking space per unit.

(3028) Office—Business or Professional (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.

(3129) Outdoor storage (within RR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2 zone): Of not more than two portable recreation buildings or vehicles provided they are owned by the resident(s), are maintained in a neat, safe and orderly fashion and further provided that they are not stored in the front yard or nearer the front lot line than the principal building, or less than five feet from any other lot line.

(3230) Outdoor storage (within R-3 SR-3, R-4, SR-4, LB, SLB zone): Subject to the following:

- a. All outdoor storage shall be accommodated within a central storage area.
- b. Such outdoor storage area shall not be within a required yard.
- c. The storage area shall be screened from view from all public streets and R districts by a wall, fence and/or plant materials providing 90 percent capacity during all seasons of the year to a height above the ground of six feet, in such a manner as described in section 30-594(h).

(3334) Outdoor storage—merchandise/material (within GB, SGB, CBD, BP, SBP, I-1, SI-1, I-2, SI-2 zone): Of those items not normally considered to be retail display items, shall be subject to the requirements of section 30-594(h). Such items may include, but shall not be limited to, construction materials, tires, packaged inventory, salvaged/discarded materials, damaged or disassembled vehicles. This would not include such items as cars, trucks, recreational vehicles, lawn equipment, ornaments, etc., to the extent that the display items conform to the setback requirements for parking lots in the district.

(3432) Outdoor storage of land/sea containers (within all non-residential zones, including MU and SMU): Shall be allowed on a temporary basis as an accessory use subject to the following:

- a. A permit shall be obtained prior to the arrival and placement of one or more containers on the site. The permit shall be issued for a maximum of twenty-four consecutive months in industrial zones and twelve consecutive months in all other non-residential zones. In unique situations when the lapse of permit and abrupt discontinuance of the land/sea container use will not have a harmful effect upon the principal use of the property, the planning commission may consider approval of a one-time permit term extension, the length of which will be determined by the planning commission, with a maximum extension of no greater than one year in non-industrial permitted areas. The permit shall identify the number of containers to be placed on the site within the set time period. No permit shall be reissued until at least eighteen months has elapsed in industrial zones and six months has elapsed in other non-residential zones since the expiration of the previous container permit.
- b. Containers shall not be stacked and shall be placed on a level, stable surface allowing for adequate drainage at all times.
- c. Containers shall not be stored in the front yard of the property or in the required side or rear yard setback areas.
- d. All non-industrial properties obtaining more than two permits in three years shall screen any containers from the motoring public or residential neighborhoods immediately adjacent to the property where it is located through fencing, walls or landscaping.

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

~~(3533)~~ Pharmacy (within the LB, SLB, MU, SMU zone): Must be accessory to a permitted principal use.

~~(3634)~~ Pharmacy (within the M and SM zones): May be accessory to a permitted principal use, or as a stand alone principal use, provided the following:

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

~~(3735)~~ Private noncommercial recreation (within residential zones and LB, SLB zone): Including tennis courts, hot tubs and swimming pools provided they are located no nearer the front lot line than the principal structure and are not less than ten feet from a property line. Swimming pools shall be completely enclosed with a six-foot high protective fence and a latching gate.

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

~~(3936)~~ Recycling center (within GB, SGB zone): All outdoor storage of equipment, except automobiles and trucks up to two ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).

~~(4037)~~ Restaurant (within the M, SM zone): Must be accessory to a permitted principal use; no sale of alcoholic beverages.

~~(4138)~~ Restaurant (within the RC, SRC zone): Must be accessory to a permitted principal use.

~~(4239)~~ Retail—General sales and service (within the LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area, and no more than 1,000 square feet GFA of retail sales space.

~~(4340)~~ Retail—General sales and service (within the AP zone): Shall be permitted to occupy up to 25 percent of the gross floor area in the main terminal building, and shall not have signs visible from the public street right-of-way.

(4444) Roomers (within the RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, AG zone): The leasing of rooms to not more than two roomers provided no signs are displayed, the rooms are not equipped with kitchen facilities of any kind and one on-site parking space is provided for each roomer in addition to the minimum number required for the residence.

(4542) Satellite dishes and solar energy systems/collectors (within all zones): Provided they comply with the yard and height requirements for principal buildings. Where a rear yard abuts a lake or stream, satellite dishes and solar collectors shall not be permitted between the water body and the principal building.

(4643) Schools—Elementary through secondary (within RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4 zone): Subject to the following:

a. Small schools within existing buildings: Schools for 25 or fewer students shall be permitted within the existing principal church or religious building provided that:

1. Alterations: There shall be no external alteration of the building(s) or grounds to reflect school usage.

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

b. Primary, middle or secondary schools:

1. Minimum site area: One acre.

2. Minimum yards: 30 feet from all R district lot lines or the minimum for the district, whichever is greater.

3. All other requirements of the zoning district are met.

4. The use shall be subject to the site development standards in article VI, division 7 of this chapter, and for bufferyard purposes shall be treated as an R-3 property.

(4744) Shooting ranges (within RC zone): Subject to the following:

a. All shooting ranges shall be subject to the standards set forth in Minnesota Statutes ch. 87A, as may be amended.

b. Shooting activities and discharge of firearms shall be limited to 7:00 .a.m. to 10:00 p.m. daily.

c. All shooting ranges shall comply with the minimum standards for range design, location, management, operation, noise abatement and safety listed in the National Rifle Association's Range Sourcebook, 1999; or successor sourcebook.

d. No part of any shooting range may be located within 500 feet of any residential dwelling, commercial or industrial building or other structure used for human occupancy.

e. There shall be no discharge of lead shot into any wetland.

(4845) Senior housing with services (within RR, R-1 and R-2): Subject to the following:

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

(4946) Temporary buildings (within all zones): Incidental to construction work on the premises. Such buildings shall be removed upon completion or abandonment of such work or within the period of one year from the establishment of the building whichever is the lesser.

(5047) Temporary outdoor sales (within GB, SGB, CBD, MU, SMU, PU, SPU zone): Subject to all of the following:

- a. The sale is conducted by the owner or lessee of the premises, or with his written permission.
- b. The sale is no longer than four months in duration.
- c. The setbacks for a parking lot in that district shall be met for the storage and display of all merchandise and equipment used for the sale.
- d. One sign shall be permitted per vendor, with a maximum size of 16 square feet (four feet by four feet). Such sign may contain up to two sides. Off-premises signs shall not be permitted.
- e. Parking demand shall be sufficiently met. If the use of parking spaces by the temporary outdoor sales results in insufficient parking for the area, the temporary outdoor sales area must be reduced to ensure sufficient parking supply.

(5148) Vending machines (within LB, SLB, GB, SGB, CBD, MU, SMU, M, SM, SRC, I-1, SI-1, I-2, SI-2, PU, SPU, AP zone): Subject to the following:

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

(5249) Veterinary Services~~Vet clinic~~ (within CBD zone): Limited to domestic animals only.

(5350) Veterinary Services~~Vet clinic~~ (~~within I-1~~within BP, SBPSI-1 zone): All animals shall be housed indoors.

(5454) Video arcades (within GB, SGB, and CBD zone): Subject to the following:

- a. Any arcade with 15 or more machines shall have an adult supervisor on the premises during all hours of operation.

b. No arcade shall be operated within 500 feet of a school, church or residence.

(~~5552~~) Warehouse—General (within PU, SPU zone): Limited to the indoor storage of private recreational vehicles. Warehouse space shall not be leased, rented or sold for commercial purposes or uses.

(~~5653~~) Woodpiles: Subject to the same restrictions as subsection (~~3128~~) of this section.

(Code 1978, § 23.5(H); Ord. No. 06-03-02, 3-27-2006; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

## EXHIBIT "F"

### Sec. 30-679. - District regulations for on-premises signs.

In addition to those signs permitted in all districts, the following on-premises signs are permitted within each specific district subject to the size and location requirements established in this section:

- (1) *Signs in residential districts.*
  - a. One nameplate sign for each dwelling which shall not exceed three square feet in area per surface, and no sign shall be so constructed so as to have more than two sides. Such sign may indicate the name and address of the occupant.
  - b. One nameplate for each dwelling group of four or more dwelling units, which shall not exceed three square feet plus one square foot for each unit over one per surface, and no signs shall be so constructed as to have more than two surfaces.
  - c. Nonresidential uses permitted within the R districts shall not have a total square footage of sign surface in excess of one-half square foot per front foot of lot.
- (2) *Signs in LB, SLB, M, and SM districts.* Within LB, SLB, M, and SM districts, the aggregate sign area per lot for advertising, business and nameplate signs shall not exceed one square foot per front foot of lot.
- (3) *Signs in GB, SGB, CBD, MU, and SMU districts.* Within GB, SGB, CBD, MU, and SMU districts, wall, freestanding signs and, where specifically prescribed, portable signs, are permitted subject to the following regulations:
  - a. The aggregate sign area per lot for advertising, business and nameplate signs shall not exceed the sum of:
    1. Two square feet per front foot of lot.
    2. One square foot for each foot of side yard abutting a public right-of-way 50 feet or more in width. (If the rear of the property abuts a public owned parking lot, and is to be used as a primary building entrance, it is considered to be the same as a public right-of-way allowing one square foot of signage per linear foot of rear lot frontage.)
  - b. No individual on-premises sign shall exceed 250 square feet in sign area.
  - c. In a business district where the established building setback is less than required by section 30-591, a sign attached to the principal structure may encroach into the required yard for signs, or in the case where there is no yard, into the public right-of-way, a distance not to exceed 4½ feet, subject to the following restrictions:
    1. Any sign extending more than six inches into the public right-of-way shall provide a minimum clearance of ten feet above ground.
    2. The sign shall not extend more than 4½ feet from the building wall to which it is attached.



3. No part of such sign or superstructure shall extend nearer than three feet to the vertical line extended from the face of the curb.
- d. There shall be no more than one freestanding sign per 300 feet of street frontage on any lot.
- e. Within the CBD, MU and SMU zoning districts, a maximum of one portable sign, per lot, shall be allowed, subject to the following restrictions:
  1. Portable signs may not be displayed without a permit.
  2. Portable signs shall be limited to a maximum height of 42 inches and a maximum width and depth of 30 inches. (For three-dimensional signs, compliance with this section will be based on a cross sectional measurement of the sign at its point of maximum dimension.)
  3. Portable signs shall be constructed of wood, plastic or metal, and shall have a professional appearance, and shall complement and not compete with, the character of the downtown.
  4. Portable signs shall not be electrified or have moving parts.
  5. Portable signs on display shall be braced or secured, as needed, to prevent motion.
  6. The text and images on portable signs shall be limited to an advertising message related to the business being conducted on the lot upon which it is located, or, as allowed under section 30-679 (3)e.10 adjacent to.
  7. No portable sign may be erected or maintained if it prevents free ingress or egress from any door, window, or fire escape.
  8. No portable sign shall obstruct or impede the movement or vision of pedestrian or vehicular traffic, or create a hazardous or unsafe condition.
  9. Portable signs shall be setback from the property line a minimum of two feet.
  10. Subject, also, to the following, portable signs may be located on public sidewalks and street boulevard areas, under the jurisdiction of the city, in situations where buildings extend to the property line or to within 30 inches of the property line, thus making the location of the sign on private property impractical:
    - i. Portable signs must be positioned directly adjacent to the lot frontage on the private property side of the sidewalk or boulevard.
    - ii. Portable signs shall not be attached to trees, utility poles, governmental signs, public benches, streetlights, or other public infrastructure.
    - iii. Portable signs shall only be displayed during normal business hours.
    - iv. The owner shall remove the portable sign, during snow removal and other maintenance operations.

v. All persons involved in the maintenance, installation, alteration, or relocation of signs near or upon any public right of way shall, as a condition of the use of such public property for sign work, agree to hold harmless and indemnify the city and its officers, agents and employees against any and all claims of negligence resulting from such work insofar as this subdivision has not specifically directed the placement of a sign.

f. Within the GB and SGB zoning districts a maximum of one on-premise portable sign, per lot, shall be allowed, subject to the following restrictions:

1. Portable signs may not be displayed without a permit.
2. Portable signs may not be displayed for more than 90 days per calendar year.
3. Portable signs shall be limited to 32 square feet of sign area per side. (For three-dimensional signs, compliance with this section will be based on a cross sectional measurement of the sign at its point of maximum dimension.)
4. Portable signs shall be constructed of wood, plastic or metal, and shall have a professional appearance.
5. Portable signs on display shall be braced or secured, as needed, to prevent motion.
6. The text and images on portable signs shall be limited to an advertising message related to the business being conducted on the premises within which it is located.
7. Portable signs may not be placed in the right-of-way. Portable signs shall be setback from the property line a minimum ten.
8. No portable sign shall obstruct or impede the movement or vision of pedestrian or vehicular traffic, or create a hazardous or unsafe condition.

(4) *Signs in industrial and business park districts.* Within the industrial and business park districts, wall and freestanding signs are permitted subject to the following restrictions:

a. The aggregate sign area per lot for advertising, business and nameplate signs shall not exceed the sum of:

1. Two square feet per front foot of lot.
2. One square foot per foot of side yard abutting a public right-of-way 50 feet or more in width.

3. There shall be no more than one freestanding sign per 300 feet of street frontage on any lot.

4. Within the BP and SBP zoning districts a maximum of one on-premise portable sign, per lot, shall be allowed, subject to the following restrictions:

i. Portable signs may not be displayed without a permit.

ii. Portable signs may not be displayed for more than 90 days per calendar year.

- iii. Portable signs shall be limited to 32 square feet of sign area per side. (For three-dimensional signs, compliance with this section will be based on a cross sectional measurement of the sign at its point of maximum dimension.)
- iv. Portable signs shall be constructed of wood, plastic or metal, and shall have a professional appearance.
- v. Portable signs on display shall be braced or secured, as needed, to prevent motion.
- vi. The text and images on portable signs shall be limited to an advertising message related to the business being conducted on the premises within which it is located.
- vii. Portable signs may not be placed in the right-of-way. Portable signs shall be setback from the property line a minimum ten.
- iviii. No portable sign shall obstruct or impede the movement or vision of pedestrian or vehicular traffic, or create a hazardous or unsafe condition.

(5) *Signs in RC and SRC districts.* Within RC and SRC districts, wall, freestanding signs and, where specifically prescribed, portable signs, are permitted subject to the following regulations:

- a. The aggregate sign area per lot for advertising, business and nameplate signs shall be the greater of 500 square feet or the sum of one square foot per front foot of lot and one square foot for each foot of side yard abutting a public right-of-way 50 feet or more in width. (If the rear of the property abuts a public owned parking lot, and is to be used as a primary building entrance, it is considered to be the same as a public right-of-way allowing one square foot of signage per linear foot of rear lot frontage.)
- b. No individual on-premises sign shall exceed 250 square feet in sign area.
- c. There shall be no more than one freestanding sign per 300 feet of street frontage on any lot.
- d. Within the RC and SRC zoning districts a maximum of one on-premise portable sign, per lot, shall be allowed, subject to the following restrictions:
  - 1. Portable signs may not be displayed without a permit.
  - 2. Portable signs may not be displayed for more than 90 days per calendar year.
  - 3. Portable signs shall be limited to 32 square feet of sign area per side. (For three-dimensional signs, compliance with this section will be based on a cross sectional measurement of the sign at its point of maximum dimension.)
  - 4. Portable signs shall be constructed of wood, plastic or metal, and shall have a professional appearance.
  - 5. Portable signs on display shall be braced or secured, as needed, to prevent motion.

6. The text and images on portable signs shall be limited to an advertising message related to the business being conducted on the premises within which it is located.
7. Portable signs may not be placed in the right-of-way. Portable signs shall be setback from the property line a minimum ten feet.
8. No portable sign shall obstruct or impede the movement or vision of pedestrian or vehicular traffic, or create a hazardous or unsafe condition.

(Code 1978, § 23.8(G); Ord. No. 04-11-17, 11-9-2004; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007; Ord. No. 07-05-09, 5-29-07; Ord. No. 08-07-06, 7-14-2008)

**EXHIBIT "G"**

**Sec. 30-803. - General site development design standards.**

(a) Except as noted elsewhere in this division, land within the shoreland districts is subject to the same site development regulations as nonshoreland areas (see division 7 of this article). For purposes of consistency in this article, the following zones shall be considered equal:

S R R	=	RR
S R- 1	=	R-1
S R- 1a	=	R-1a
S R- 2	=	R-2
S R- 3	=	R-3
S R- 4	=	R-4
SL B	=	LB
S G B	=	GB
S M U	=	MU
S M	=	M
S R C	=	RC
<u>S</u> <u>B</u> <u>P</u>	=	<u>BP</u>
SI- 1	=	I-1
SI- 2	=	I-2
S	=	PU

P	
U	

Wherever the requirements of two or more sections are contradictory, the strictest requirement shall apply.

(b) Yard and bulk requirements. Please refer to Tables 17C-1 and 17C-2 in section 30-512 for a listing of the yard and bulk requirements for principle structures (setbacks, lot area, lot width, etc.) that apply to lands located in the shoreland districts.

(c) Additional special provisions.

(1) Residential subdivisions with dwelling unit densities exceeding those in the tables referred to in subsection (b) of this section can only be allowed if designed and approved as residential planned unit developments under section 30-809. Only land above the ordinary high water level of public waters can be used to meet lot area standards, and lot width standards must be met at both the ordinary high water level and at the building line. The sewer lot area dimensions in Table 17C-1 in division 4 of this article can only be used if publicly owned sewer system service is available to the property.

(2) Subdivisions of duplexes, triplexes, and quads on natural environment lakes must also meet the following standards:

- a. Each building must be set back at least 200 feet from the ordinary high water level;
- b. Each building must have common sewage treatment and water systems in one location and serve all dwelling units in the building;
- c. Watercraft docking facilities for each lot must be centralized in one location and serve all dwelling units in the building; and
- d. No more than 25 percent of a lake's shoreline can be in duplex, triplex, or quad developments.

(3) One guest cottage may be allowed on riparian lots meeting or exceeding the duplex lot area and width dimensions presented in Table 17C-1 in division 4 of this article provided the following standards are met:

- a. For lots exceeding the minimum lot dimensions of duplex lots, the guest cottage must be located within the smallest duplex-sized lot that could be created including the principal dwelling unit;
- b. A guest cottage must not cover more than 700 square feet of land surface and must not exceed 15 feet in height; and
- c. A guest cottage must be located or designed to reduce its visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer leaf-on conditions.

(4) Lots intended as controlled accesses to public waters or as recreation areas for use by owners of non-riparian lots within subdivisions are permissible and must meet or exceed the

following standards:

- a. They must meet the width and size requirements for residential lots, and be suitable for the intended uses of controlled access lots.
- b. If docking, mooring, or over-water storage of more than six watercraft is to be allowed at a controlled access lot, then the width of the lot, keeping the same lot depth, must be increased by the percent of the requirements for riparian residential lots for each watercraft beyond six, consistent with the following table:

TABLE 17C-3

Controlled Access Lot Frontage Requirements

Ratio of Lake Size to Shore Length (acres/miles)	Required Increase in Frontage
Less than 100	25
100—200	20
201—300	15
301—400	10
Greater than 400	5

c. They must be jointly owned by all purchasers of lots in the subdivision or by all purchasers of non-riparian lots in the subdivision who are provided riparian access rights on the access lot.

d. Covenants or other equally effective legal instruments must be developed that specify which lot owners have authority to use the access lot and what activities are allowed. The activities may include watercraft launching, loading, storage, beaching, mooring, or docking. They must also include other outdoor recreational activities that do not significantly conflict with general public use of the public water or the enjoyment of normal property rights by adjacent property owners. Examples of the non-significant conflict activities include swimming, sunbathing, or picnicking. The covenants must limit the total number of vehicles allowed to be parked and the total number of watercraft allowed to be continuously moored, docked, or stored over water, and must require centralization of all common facilities and activities in the most suitable locations on the lot to minimize topographic and vegetation alterations. They must also require all parking areas, storage buildings, and other facilities to be screened by vegetation or topography as much as practical from view from the public water, assuming summer, leaf-on conditions.

(5) Additional structure setbacks. The following additional structure setbacks apply, regardless of the classification of the waterbody:

Setback From:	S e t b

		a c k  ( i n  f e e t )
( 1 )	Top of bluff	30
( 2 )	Unplatted cemetery	50

(6) Bluff impact zones. Structures and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.

(7) Uses without water-oriented needs must be located on lots or parcels without public waters frontage, or, if located on lots or parcels with public waters frontage, must either be set back double the normal ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer, leaf-on conditions.

(8) When more than one setback applies to a site, structures and facilities must be located to meet all setbacks. Where structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to the adjoining setbacks from the ordinary high water level, provided the proposed building site is not located in a shore impact zone or in a bluff impact zone. Structures shall be located as follows in subsection (d) of this section.

(d) Design criteria for structures.

(1) High water elevations. Structures must be placed in accordance with any floodplain regulations applicable to the site. Where these controls do not exist, the elevation to which the lowest floor, including the basement, is placed or floodproofed must be determined as follows:

a. For lakes, by placing the lowest floor at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher;

b. For rivers and streams, by placing the lowest floor at least three feet above the flood of record, if data are available. If data are not available, by placing the lowest floor at least three feet above the ordinary high water level, or by conducting a technical evaluation to determine effects of proposed construction upon flood stages and flood flows and to establish a flood protection elevation. Under all three approaches, technical evaluations must be done by a



qualified engineer or hydrologist consistent with state rules governing the management of floodplain areas. If more than one approach is used, the highest flood protection elevation determined must be used for placing structures and other facilities; and

c. Water-oriented accessory structures may have the lowest floor placed lower than the elevation determined in subsection (d)(1)a. of this section if the structure is constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

(2) Water-oriented accessory structures. Each lot may have water-oriented accessory structures not meeting the normal structure setback in section 30-803(b) if the water-oriented accessory structures comply with the following provisions:

a. The structures or facilities must not exceed ten feet in height, exclusive of safety rails, and cannot occupy an area greater than 250 square feet total. Detached decks must not exceed eight feet above grade at any point;

b. The setback of the structure or facility from the ordinary high water level must be at least ten feet;

c. The structure or facility must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;

d. The roof may be used as a deck with safety rails, but must not be enclosed or used as a storage area;

e. The structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities; and

f. As an alternative for general development and recreational development waterbodies, water-oriented accessory structures used solely for watercraft storage, and including storage of related boating and water-oriented sporting equipment, may occupy an area up to 400 square feet provided the maximum width of the structure is 20 feet as measured parallel to the configuration of the shoreline.

(3) Stairways, lifts, and landings. Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways and lifts must meet the following design requirements:

a. Stairways and lifts must not exceed four feet in width on residential lots. Wider stairways may be used for commercial properties, public open-space recreational properties, and planned unit developments;

b. Landings for stairways and lifts on residential lots must not exceed 32 square feet in area. Landings larger than 32 square feet may be used for commercial properties, public open-space recreational properties, and planned unit developments;

c. Canopies or roofs are not allowed on stairways, lifts, or landings;

d. Stairways, lifts, and landings may be either constructed above the ground on posts or

pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion;

e. Stairways, lifts, and landings must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical; and

f. Facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, provided that the dimensional and performance standards of subsections (d)(3)a.—e. of this section are complied with in addition to the requirements of state regulations, chapter 1340 (handicap accessibility code).

(4) Significant historic sites. No structure may be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository.

(5) Steep slopes. The zoning administrator must evaluate possible soil erosion impacts and development visibility from public waters before issuing a permit for construction of sewage treatment systems, roads, driveways, structures, or other improvements on steep slopes. When determined necessary, conditions must be attached to issued permits to prevent erosion and to preserve existing vegetation screening of structures, vehicles, and other facilities as viewed from the surface of public waters, assuming summer, leaf-on vegetation.

(Code 1978, § 23.17(C); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

### **Sec. 30-806. - Stormwater management.**

The following general and specific standards shall apply:

(1) *General standards:*

a. When possible, existing natural drainageways, wetlands, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.

b. Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized and protected as soon as possible and facilities or methods used to retain sediment on the site.

c. When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle stormwater runoff using natural features and vegetation, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference must be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and manmade materials and facilities.

(2) *Specific standards.* Impervious surface coverage of lots shall not exceed the standards outlined in subsection (3) of this section.

(3) *Permitted impervious surface coverage.* Except as permitted below, the impervious surface coverage of lots within shoreland areas shall not exceed those spelled out in Table 17C-2 in section 30-512

a. Single-family development within the SR-1, SR-1a and SR-2 zones on legal lots of record that fall below the minimum lot size and width standards may be permitted to cover up to 50 percent of the lot with impervious surfaces. Development on conforming lots within the SR-1, SR-1a and SR-2 zones shall be limited to the provisions of Table 17C-2 in section 30-512

b. Development within the SR-3, SLB, SGB, SM, RC, SBP, SI-1, SI-2 and SPU zones will be held to the following restrictions:

1. An existing site which is being altered, remodeled or expanded without increasing the amount of existing impervious surface will be allowed through the normal plan review process established in section 30-456

2. New construction on, or modifications to, an existing site which will result in the expansion of the existing impervious surface coverage up to the standards outlined in Table 17C-2 in division 4 of this article may be allowed through the normal plan review process established in section 30-456 provided that:

i. All other requirements of this division are met;

ii. The lot is served by municipal water and sewer service; and

iii. The lot shall provide for the collection and treatment of stormwater runoff in compliance with the city's stormwater management plan and shall require review and approval by the city engineer and the county soil and water conservation district.

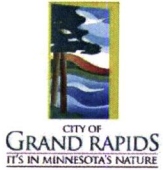
3. Where a development/redevelopment project falls under the stormwater collection and treatment provisions of subsection (3)b.2. of this section and the impervious surface coverage of the property on which such a project is located will exceed 75 percent, the proposed stormwater treatment plans shall be submitted to the state department of natural resources division of waters for review at the same time they are presented to the city engineer and the soil and water conservation district for review.

4. When constructed facilities are used for stormwater management, documentation must be provided by a qualified individual that they are designed and installed consistent with the field office technical guide of the local soil and water conservation districts.

5. New constructed stormwater outfalls to public waters must provide for filtering or settling of suspended solids and skimming of surface debris before discharge.

(Code 1978, § 23.17(F); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Cross reference—** Utilities, ch. 70.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0352      **Version:** 1      **Name:** Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending multiple sections of Chapter 30 Land Development Regulations.  
**Type:** Agenda Item      **Status:** Public Hearing  
**File created:** 6/4/2012      **In control:** Community Development  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending multiple sections of Chapter 30 Land Development Regulations of the Municipal Code establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Ordinance- BP Text Amendment 6-11-12](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending multiple sections of Chapter 30 *Land Development Regulations* of the Municipal Code establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district.

*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 ordinance as prepared, or the Council can make its own findings to support its reasons for approving or denying the text amendment.

**Requested City Council Action**

Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending multiple sections of Chapter 30 *Land Development Regulations* of the Municipal Code, establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district; and authorize its publication in summary form.

**AN ORDINANCE AMENDING MULTIPLE SECTIONS OF CHAPTER 30 LAND DEVELOPMENT REGULATIONS ESTABLISHING THE BP/SBP (BUSINESS PARK/SHORELAND BUSINESS PARK) ZONING DISTRICT**

WHEREAS, the 2011 Comprehensive Plan serves as the City's policy for making land use decisions which are in the best interest of the community as a whole and which provide a framework for a sustainable pattern of development into the future; and

WHEREAS, the Land Use element of the Comprehensive Plan identifies several general areas within City limits where a change in land use designation should be considered by the City to accommodate growth and changes in land use, of which one, is the establishment of a Business Park zoning district; and

WHEREAS, on April 5, 2012 the Planning Commission formally initiated the process to amend Chapter 30 Land Development Regulations establishing the BP/SBP (Business Park/Shoreland Business Park) district; and

WHEREAS, the Planning Commission on May 3, 2012 reviewed draft amendments to Chapter 30 of the Zoning Ordinance and made certain findings of fact, that the addition of these provisions were consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt amendments to said portions of Article VI of Chapter 30 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, June 11, 2012 at 6:00 p.m., to consider the amendments; and

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

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

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

- The amendments will not have an adverse effect on the character of neighborhoods.
- The amendments would foster economic growth in the community, by providing land owners more options.
- That the amendments would be in keeping with the spirit and intent of the Zoning Ordinance.
- That the amendments would be in the best interest of the general public by providing some "middle ground" between Industrial Park zoning and General Business zoning.

- That the amendments would be consistent with the Comprehensive Plan, as the development of this district directly stems from the Plan.

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

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 11<sup>th</sup> day of June, 2012.

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

Attest:

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

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0353      **Version:** 1      **Name:** Conduct a public hearing to consider proposed amendments to the City's Official Zoning Map.  
**Type:** Public Hearing      **Status:** Public Hearing  
**File created:** 6/4/2012      **In control:** Community Development  
**On agenda:** 6/11/2012      **Final action:**  
**Title:** Conduct a public hearing to consider proposed amendments to the City's Official Zoning Map, over the area platted as Industrial Park Addition to Grand Rapids, as guided by the 2011 Comprehensive Plan.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Comp. Plan Information](#)

Date	Ver.	Action By	Action	Result
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### *Title*

Conduct a public hearing to consider proposed amendments to the City's Official Zoning Map, over the area platted as Industrial Park Addition to Grand Rapids, as guided by the 2011 Comprehensive Plan.

### *Body*

#### **Background Information:**

On April 5, 2012 the Planning Commission, simultaneously initiated the process to amend Chapter 30 *Land Development Regulations* establishing the BP/SBP (Business Park/Shoreland Business Park) zoning district, and amend the Official Zoning Map over the area platted as Industrial Park Addition to Grand Rapids.

As guided by the Comprehensive Plan, the subject industrial park area was one of three areas, recommended for a future Business Park zoning district, because of its mature, fully developed state, and its central location. As a result of these characteristics, the area has seen significant market pressure to transition away from the uses strictly permitted in an industrial zone toward a mixture of uses that are lighter on the industrial side and include low impact/low volume retail uses.

As mentioned, prior to tonight's Business Park text amendment public hearing, staff conducted a neighborhood meeting for property owners located within Industrial Park Addition to Grand Rapids to discuss the Business Park district concept and Zoning Map amendments in a less formal setting. Of the 17 individual property owners in the Industrial Park (one of which is the City), owners/representatives from four of the properties attended the meeting, and staff had communications with four others prior to the meeting.

At this time, the Industrial Park Addition is the only area, shown as Business Park on the Comprehensive Plan's Future Land Use Map, which is being proposed for change at this time. The other two, primarily undeveloped areas, are generally located north of the former Ainsworth site on Co. Road 63, and east of SE 2nd Avenue between 21st St. & 29th St. SE.

Though the entire Industrial Park Addition is shown as Business Park within the Future Land Use Map, in an effort to maintain consistency with the established purpose of the Business Park district and not place Northland Recovery Center (residential treatment center) in a non-conforming status, Staff and the Planning Commission are proposing to

expand the SR-3 zoning district from the south to include the Northland Counseling property. This will allow Northland Recovery Center to remain unencumbered with the use of their current property and not allow for the placement of residential uses in future Business Parks.

The Planning Commission reviewed the rezoning at their May 3, 2012 regular meeting, and, based on their findings, which are incorporated into the draft ordinance, forwarded a recommendation for approval of the Zoning Map amendment.

**Requested City Council Action**

Conduct a public hearing to consider proposed amendments to the City's Official Zoning Map, over the area platted as Industrial Park Addition to Grand Rapids, as guided by the 2011 Comprehensive Plan.

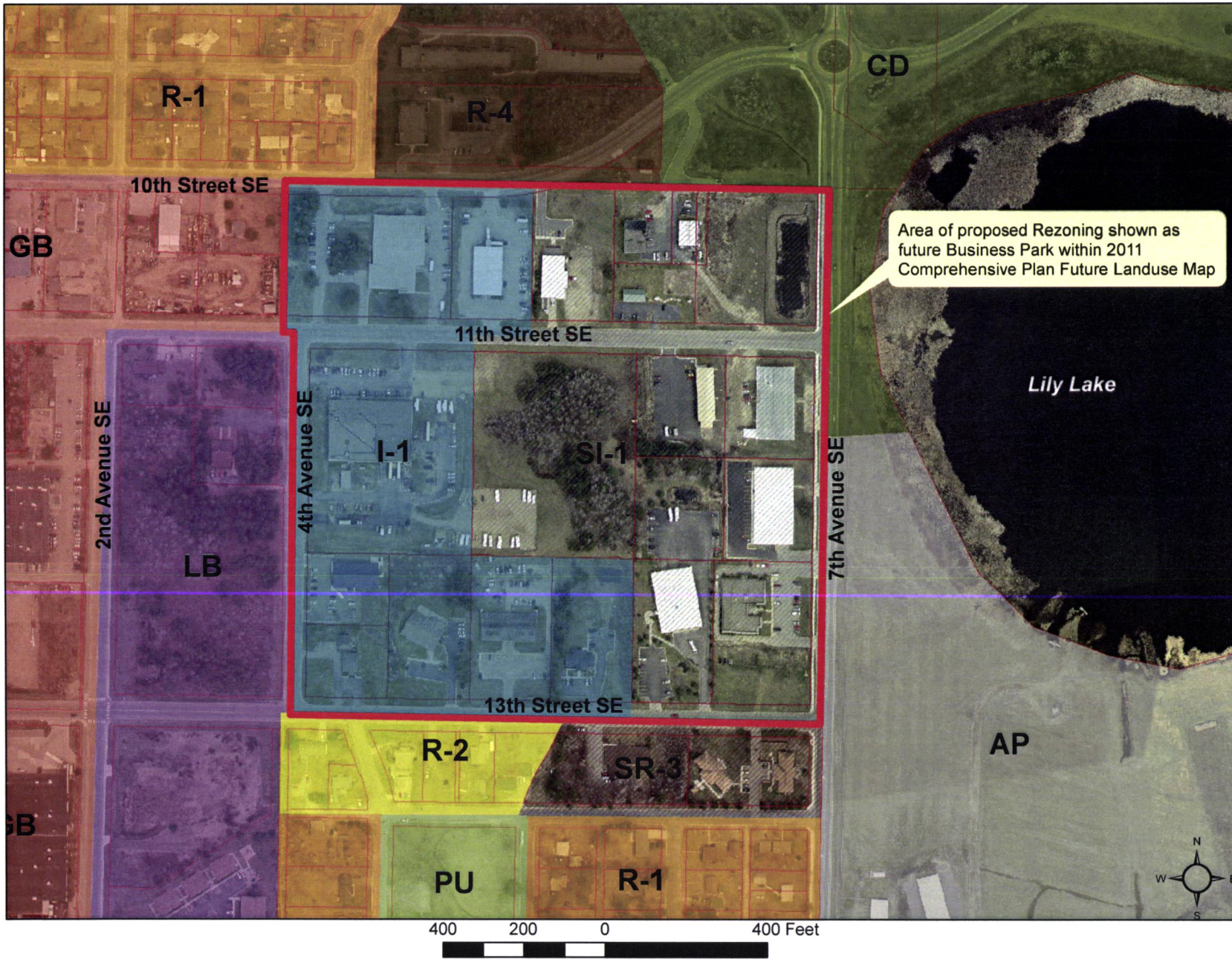


# Industrial Park Addition to Grand Rapids

*(Proposed Rezoning to BP (Business Park))*



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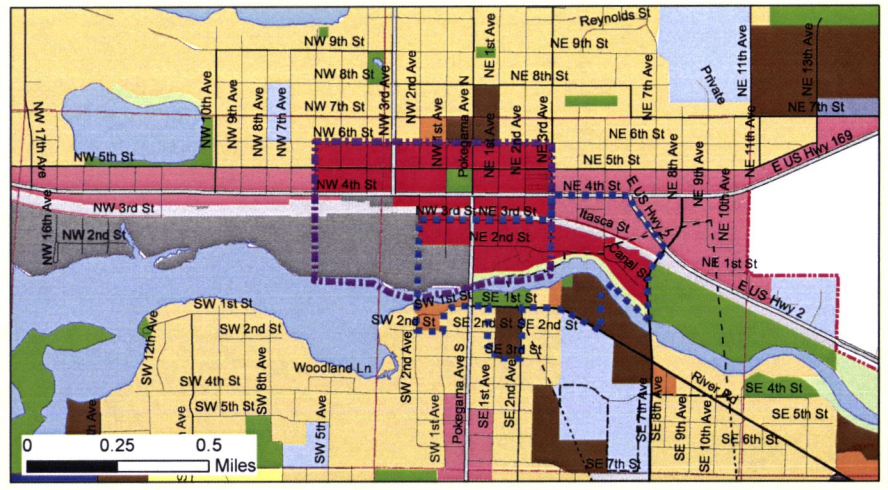
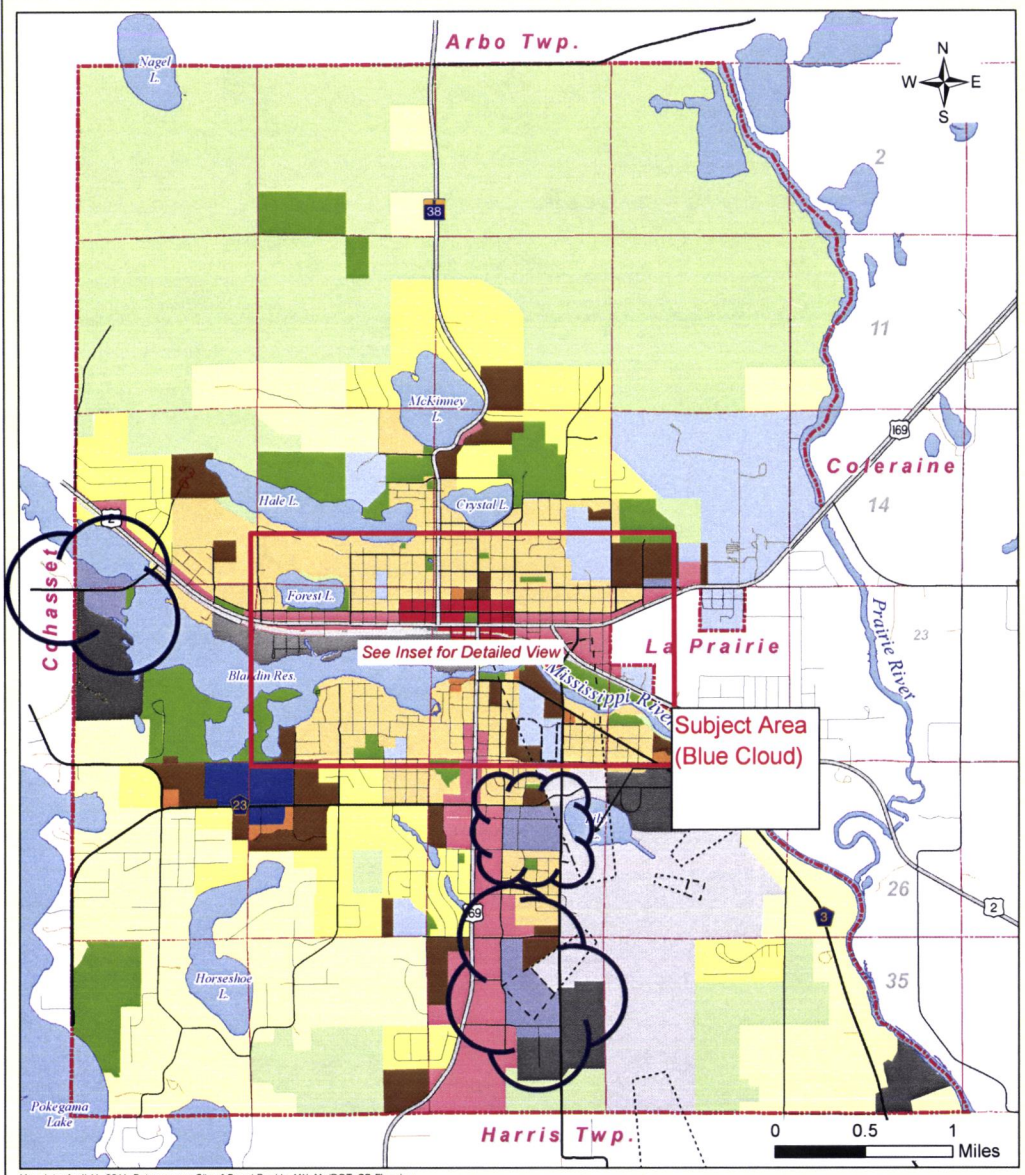
**Legend**

- Parcel
- R-1
- R-1a
- SR-1
- R-2
- SR-2
- R-3
- SR-3
- R-4
- RR
- SRR
- RC
- SRC
- LB
- SLB
- CBD
- GB
- SGB
- M
- SM
- I-1
- SI-1
- I-2
- SI-2
- PU
- SPU
- CD
- AG
- AP
- MOD
- UO
- SBO
- PUD

**2009 Aerial Photo**  
**RGB**  
 Red: Band\_1  
 Green: Band\_2  
 Blue: Band\_3

# Grand Rapids Comprehensive Plan Future Land Use

- Highway Commercial
  - Downtown Mixed Use
  - Neighborhood Mixed Use
  - Industrial - Traditional
  - Industrial Park
  - Business Park
  - Institutional/Civic
  - Medical Campus
  - Parks & Recreation
  - Resource Management
  - Rural Residential
  - Suburban Residential
  - Traditional Neighborhood
  - Multi-Family Residential
  - Transportation & Utilities
  - City Limits 2010
  - Open Water
  - Airport Zones**
  - A
  - B
  - Sections
  - 24 Section Numbers**
- Grand Rapids Riverfront Framework Plan Area
- Grand Rapids Downtown Planning Area



Map date: April 11, 2011. Data sources: City of Grand Rapids, MN; Mn/DOT; CR Planning



### Commercial Land Use Policy

Commercial land uses include an extremely wide variety of small and large businesses, businesses with high intensity uses and businesses with low intensity uses. The Comprehensive Plan vision, values and principles are best served by recognizing these important distinctions and creating separate land use categories for different types of commercial land uses. These differences need to be incorporated into zoning and land use decision making processes. Consequently, the Grand Rapids Future Land Use map includes three distinct categories of commercial land uses: Downtown Mixed Use, Neighborhood Mixed Use, and Highway Commercial. Of these three, two (Downtown and Highway Commercial) are already acknowledged in the City's policies and land use regulation.

Neighborhood Mixed Use is a new commercial land use category that helps create synergy with the City's transportation, neighborhood character, and economic diversity goals.

#### **Neighborhood Mixed Use (NMU)**

Neighborhood Mixed Use areas are primarily small businesses with relatively low land use intensity that are compatible with and sometimes integrate directly with residential land uses, are designed to be pedestrian-friendly, and fit into small building footprints. NMU areas are located in or adjacent to higher density residential land uses (Traditional Neighborhood or Multi Family Residential), but typically away from other commercial areas. Floor to Area Ratios (FARs) are between 0.8 and 1.5, and building heights are consistent with the surrounding residential neighborhood. NMU businesses are distinct in intensity from downtown or highway commercial businesses that have a higher potential nuisance impact on nearby residential land uses.





### Industrial Land Use Policy

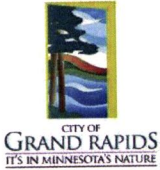
In the past, Grand Rapids has grouped all industrial uses into a single land use or zoning category. As business uses and the local economy have evolved, however, a single category no longer supports the City's economic development needs nor the desired mix of uses in and around industrial areas. The Grand Rapids Comprehensive Plan uses three categories of industrial land uses to meet the City's long term vision, values, and principles: Industrial - Traditional Workplace; Industrial Park; and Business Park/Limited Industrial. Of these three, the new land use category is Business Park/Limited Industrial. The Traditional Workplace category includes traditional industrial uses but specifically recognizes the unique characteristics of the Blandin UPM site, located at the nexus of heavy rail access, highway access, water, the downtown, a separation from most residential uses, and land available for industrial redevelopment.

#### **Business Park/Limited Industrial**

Business Park/Limited Industrial areas are primarily small and lower intensity industrial uses, commercial land uses that are similar to wholesale businesses, and businesses that have a mix of uses including office and back office operations, storage, assembly, and limited retail. BP areas include businesses that are inappropriate for industrial parks, but create few synergies by being located with retail establishments, including small wholesale businesses, back-office operations, mail-order operations, materials suppliers, and professional offices.



Category / Description	Primary Land Use	Potential Secondary Land Uses	Other aspects, zoning considerations
<p><b>Medical Campus</b> – areas with institutional (large scale) medical uses and aggregations of smaller medical businesses.</p> 	<p>Hospital, medical offices and related services</p>	<p>Related commercial, lodging, parks and recreation, assisted living facilities.</p>	<p>Clear regulatory connection needs to be created for integrating secondary uses.</p>
<p><b>Industrial – Traditional Workplace</b> - Paper and other industries in city center – part of greater Downtown and integrated with rail and highway infrastructure.</p> 	<p>Industrial, office, services. Facilities needing access to rail infrastructure.</p>	<p>N/A (In proximity to downtown retail and services).</p>	
<p><b>Industrial Park – Traditional industrial park uses, primarily heavy/intensive uses such as manufacturing and warehousing.</b></p> 	<p>Production/manufacturing, warehouse, large-scale wholesale with trucking, transfer facilities</p>	<p>Office/administrative associated with primary uses. Retail outlets associated with and secondary to primary uses.</p>	<p>Clear regulatory standards defining appropriate mix of uses and relationship between primary and secondary uses.</p>
<p><b>Business Park / Limited Industrial – Industrial and non-retail uses that are less intense than heavy manufacturing.</b></p> 	<p>Offices, limited production, small wholesale uses</p>	<p>Low visibility/limited retail, services such as child care, education, training facilities.</p>	<p>Will require zoning district modification or new district. Clear definition of preferred mix of land uses needed.</p>



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0354      **Version:** 1      **Name:** Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map.

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

**File created:** 6/4/2012      **In control:** Community Development

**On agenda:** 6/11/2012      **Final action:**

**Title:** Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map over the area platted as Industrial Park Addition to Grand Rapids from I-1/SI-1 (Industrial Park/Shoreland Industrial Park to a combination of the newly established BP/SBP (Business Park/Shoreland Business Park) zoning district and SR-3 (Shoreland Multi-family Residential- medium density).

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ordinance Adopting Zoning Map Amendments w-exhibit 6-11-12](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map over the area platted as Industrial Park Addition to Grand Rapids from I-1/SI-1 (Industrial Park/Shoreland Industrial Park to a combination of the newly established BP/SBP (Business Park/Shoreland Business Park) zoning district and SR-3 (Shoreland Multi-family Residential- medium density).

*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 ordinance as prepared, or the Council can make its own findings to support its reasons for approving the recommended rezoning.

**Requested City Council Action**

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map over the area platted as Industrial Park Addition to Grand Rapids from I-1/SI-1 (Industrial Park/Shoreland Industrial Park to a combination of the newly established BP/SBP (Business Park/Shoreland Business Park) zoning district and SR-3 (Shoreland Multi-family Residential- medium density), and authorize its publication in summary form.

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

**ORDINANCE NO. 12-**

**AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE  
REZONING OF INDUSTRIAL PARK ADDITION TO GRAND RAPIDS AS GUIDED BY THE  
2011 COMPREHENSIVE PLAN**

WHEREAS, the 2011 Comprehensive Plan serves as the City's policy for making land use decisions which are in the best interest of the community as a whole and which provide a framework for a sustainable pattern of development into the future; and

WHEREAS, the Land Use element of the Comprehensive Plan identifies several general areas within City limits where a change in land use designation should be considered by the City to accommodate growth and changes in land use, one of which is within the area platted as Industrial Park Addition to Grand Rapids; and

WHEREAS, the Planning Commission, on April 5, 2012, initiated the process to amend the City's Official Zoning Map over the area platted as Industrial Park Addition to Grand Rapids, as guided by the 2011 Comprehensive Plan; and

WHEREAS, on May 3, 2012 the Planning Commission reviewed the draft amendments to the Official Zoning Map; and

WHEREAS, the Planning Commission made certain findings of fact, that the adoption of the amended Zoning Map would be consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt the following two Zoning Map amends legally described as,

Industrial Park Addition to Grand Rapids less E 245 ft. of Lot 10, Itasca County Minnesota from its current zoning designation of I-1/SI-1 (Industrial Park/Shoreland Industrial Park) district to BP/SBP (Business Park/Shoreland Business Park), and

E 245 ft. of Lot 10, Industrial Park Addition to Grand Rapids, Itasca County Minnesota from its current zoning designation of SI-1 (Shoreland Industrial Park) district to SR-3 (Shoreland Multi-Family Residential- medium density), and

WHEREAS, the City Council conducted a public hearing on Monday, June 11, 2012 at 6:00 p.m., to consider the Zoning Map amendments; and

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

WHEREAS, the City Council has heard all persons who wished to be heard in regards to the proposed amendments to the Official Zoning Map, as recommended by the Planning Commission, and as guided by the 2011 Comprehensive Plan; and

WHEREAS, the City Council did concur with the recommendations of the Planning Commission, and determined that the Zoning Map amendments would be in the best interest of the community, and

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

That the area platted as Industrial Park Addition to Grand Rapids on the City's Official Zoning Map, shown on the attached "Exhibit A" and legally described above, are rezoned as recommended, based on the following findings of fact;

- The proposed amendments to the Official Zoning Map, as guided by the Comprehensive Plan, will more accurately reflect the changes in use in the subject area.
- The amendments would foster economic growth in the community, by providing businesses more opportunity to expand.
- That the amendments would be in keeping with the spirit and intent of the Zoning Ordinance by more accurately depicting the evolution of the area.
- That the amendments would be in the best interest of the general public by accurately defining how the area has evolved. The BP/SBP zoning district allows for predictability in business expansion and development.
- That the amendments would be consistent with the Comprehensive Plan, as the development of the Business Park district in this area directly stems from the Plan.

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 11<sup>th</sup> day of June, 2012.

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

Attest:

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

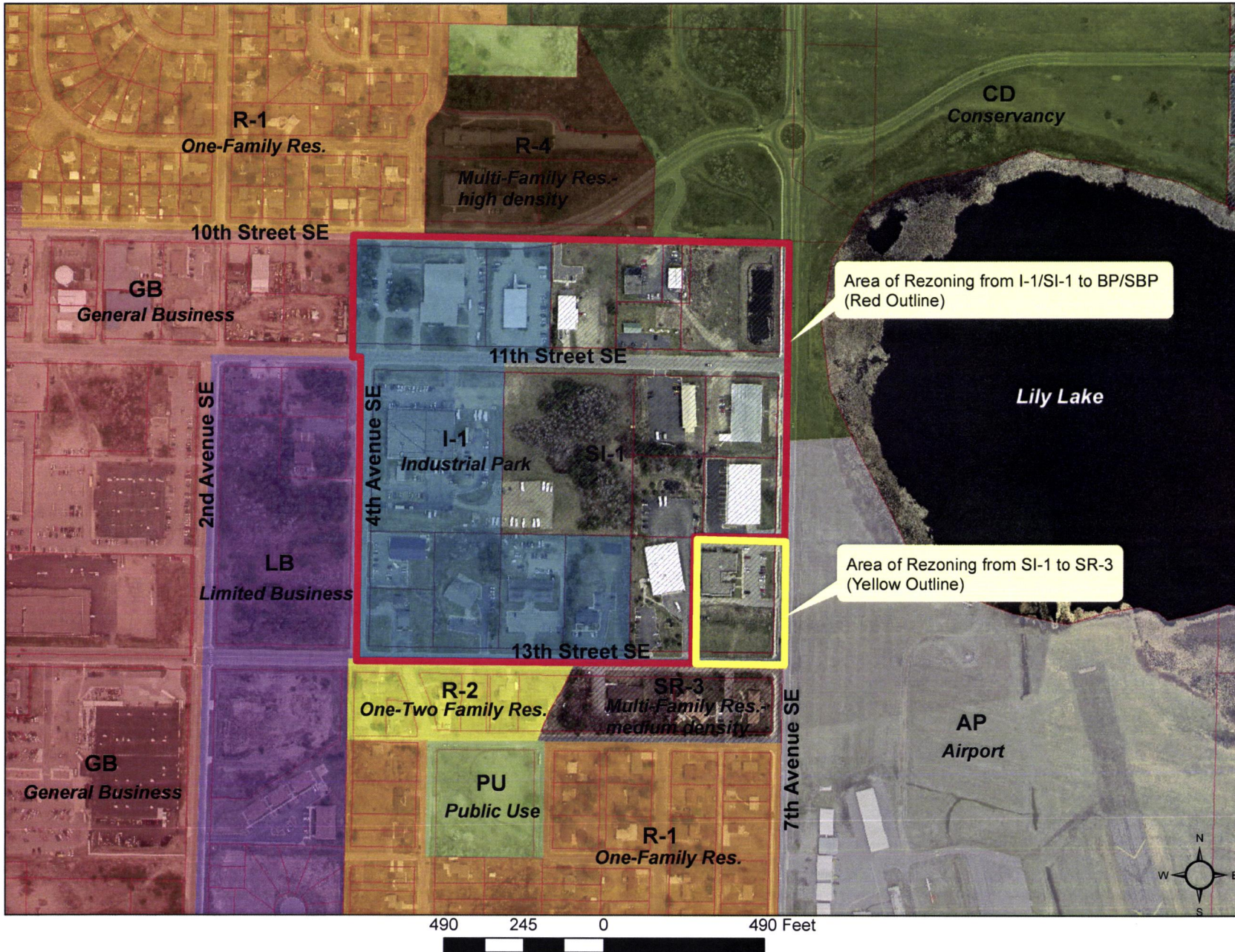
Councilmember \_\_\_\_\_ seconded the foregoing ordinance and the following voted in favor thereof: \_\_\_\_\_. Opposed: \_\_\_\_\_, whereby the ordinance was declared duly passed and adopted.

**EXHIBIT "A"**

# Industrial Park Addition to Grand Rapids Rezoning I-1/SI-1 to BP/SBP and SR-3



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**2009 Aerial Photo**

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