



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

CITY COUNCIL MEETING AGENDA

Monday, March 27, 2023

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, March 27, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday March 13, 2023 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period March 7, 2023 to March 20, 2023 in the total amount of \$1,131,987.74 of which \$307,498.75 is debt service.

CONSENT AGENDA:

3. Consider approving an updated Joint Powers Cooperative Agreement with Itasca County for the Grand Rapids/Itasca County Airport
4. Consider adopting a resolution accepting low bid and entering into an agreement with Casper Construction Inc. for CP 2022-3, Forest Lake Utilities.
5. Consider approving a Lease Agreement with the Northeast Higher Education District for use of the City's athletic fields.
6. Consider approving a Lease Agreement with ISD 318 for use of the City's athletic fields.
7. Consider adopting a resolution approving reimbursement of expenditures for CP 2015-1, Sylvan Bay Overlays and Utilities
8. Accept a Minnesota Historical & Cultural Heritage Grant in the amount of \$8,513.00 to acquire a Microfilm Reader/Printer/Scanner and authorize the Mayor and Library Director to sign the Grant Agreement.
9. Consider hiring Glen Hodgson to assist with Building Maintenance on the IRA Civic Center project.

- [10.](#) Consider authorization to interview and hire Police Captain and Sergeant
- [11.](#) Consider the request to allow the Public Works Department to sell equipment at auction.
- [12.](#) Consider adopting a resolution accepting low base bid of \$3,587,517.84 and entering into an agreement with TNT Construction Group for CP 2015-1, Sylvan Bay Overlay & Utilities.
- [13.](#) Consider the adoption of a resolution authorizing the City to make application to and accept funds from the Minnesota Department of IRRR Development Infrastructure grant program for the Grand Rapids Early Childhood Education Hub
- [14.](#) Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
- [15.](#) Consider approving a temporary liquor license for Klockow Brewing outdoor event.
- [16.](#) Consider authorizing the Grand Rapids-Itasca County Airport to retire and sell the 2007 Cat Broom.
- [17.](#) Consider authorizing quotes and awarding a contract at the Grand Rapids / Itasca County airport for the 2023 Crack Seal project
- [18.](#) Consider authorizing advertisement for bids for the 2023 North Taxilane Reconstruction project at the GPZ Airport

SET REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- [19.](#) Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending and updating a section of Article VI Zoning within Chapter 30 Land Development Regulations.

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:30 PM)

- [20.](#) Conduct a Public Hearing to consider the adoption of an Ordinance amending a section of Article VI Zoning within Chapter 30 Land Development Regulations.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 10, 2023 AT 5:00 PM

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

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 all City 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.

ATTEST: Kimberly Gibeau, City Clerk



CITY COUNCIL WORKSESSION MINUTES

Monday, March 13, 2023

4:30 PM

Mayor Christy called the meeting to order at 4:30 PM.

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Chery Pierzina, Travis Cole, Andy Morgan

DEPARTMENT HEAD REPORT:

1. Fire Department - Chief Travis Cole

Fire Chief Cole provide a review of the Fire Department activities including call volume, communities served, rental inspections, drills, new equipment and truck purchase, community events and involvement, Hazmat Team, new hires, retirements, upcoming in 2023, etc. A full report is available upon request.

REVIEW OF REGULAR AGENDA:

Upon review, no changes or additions are noted.

There being no further business, the meeting adjourned at 4:51 PM.

Respectfully submitted:

Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES

Monday, March 13, 2023

5:00 PM

Mayor Christy called the meeting to order at 5:00 PM.

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland

STAFF: Tom Pagel, Chad Sterle, Andy Morgan, Travis Cole, Barb Baird, Will Richter, Tasha Connelly, Chery Pierzina

PUBLIC FORUM:

No one from the public wished to speak.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, February 27, 2023 Worksession & Regular meeting and Closed Meeting summary.

Motion made by Councilor Connelly, Second by Councilor Sutherland to approve Council minutes as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

VERIFIED CLAIMS:

2. Approve the verified claims for the period February 22, 2023 to March 6, 2023 in the total amount of \$2,102,205.82.

Motion made by Councilor Adams, Second by Councilor Connelly to approve the verified claims as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

CONSENT AGENDA:

3. Consider an agreement with Blandin Foundation for GR Riverfest
4. Consider terminating employees at the IRA Civic Center.
5. Consider authorizing the Police Department to enter into Congratulate and Educate Tobacco Compliance Check annual plan agreement / contract with Minnesota Department of Human Services.

6. Consider authorizing the Police Department to sell five (5) forfeited vehicles through Mid State Auto online auction.
7. Consider purchasing an 84" snow blade from ASV
8. Consider the purchase of and payment to Northland Lawn and Sport for one John Deere X354 Mower for \$5,504.42 for the Itasca Calvary Cemetery.
9. Consider approval of MOU's with labor union, amending the official city calendar, and personnel policy manual to reflect the State's adoption of Juneteenth as an official holiday.
10. Consider Use Agreements with ISD 318, GRAHA, and SNFC related to the IRA Civic Center

Adopted Resolutions 23-16, 23-17 and 23-18

11. Consider Cart Storage Agreement
12. Consider Termination of Employee
13. Consider entering into an Agreement for Consulting Services for GASB 67 & 68 Actuarial Valuation with USI Consulting Group, Incorporated. (Formerly Hildi, Inc.)
14. Consider donating retired Library IT equipment to the Arrowhead Library System.
15. Consider a Memorandum of Understand (MOU) with the Patrol Union related to length of service credit for new hires.
16. Consider adopting a resolution approving an operating transfer from the Capital Projects fund-Permanent Improvement Revolving Fund (PIR) to the Capital Projects Fund-Grand Rapids Arts & Culture Projects.

Adopted Resolution 23-19

Motion made by Councilor Connelly, Second by Councilor MacGregor to approve the consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

SET REGULAR AGENDA:

Motion made by Councilor Adams, Second by Councilor Connelly to approve the regular agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

ADMINISTRATION:

17. Consider hiring Jamey Serich as IT Network Technician

Motion made by Councilor Adams, Second by Councilor Connelly to hire Jeremy Serich as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor

MacGregor, Councilor Sutherland

18. Consider appointing Andy Morgan to the position of Chief of Police

Motion made by Councilor Sutherland, Second by Councilor Adams to appoint Captain Andrew Morgan as Chief of Police as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

19. Consider hiring Amanda Mitchell as Administrative Assistant

Motion made by Councilor Connelly, Second by Councilor MacGregor appointing Amanda Mitchell to the position of Administrative Assistant for the Grand Rapids Police Department. Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

CITY COUNCIL:

20. Consider appointing members to the Civic Center Advisory Board

Motion made by Councilor MacGregor, Second by Councilor Adams to appoint the following members to the Civic Center Advisory Board:

Jeremy Carlson - At Large, Andrew Haarklau - GRAHA, Shannon Wourms - SNSC and Mark Schroeder - ISD 318.

Voting Yea: Mayor Christy, Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

ADJOURNMENT:

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

Respectfully submitted,

Kimberly Gibeau, City Clerk

DATE: 03/23/2023
 TIME: 11:07:53
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/27/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0715808	GOVCONNECTION INC	25.45
1915248	SHI INTERNATIONAL CORP	2,972.27
TOTAL CITY WIDE		2,997.72
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN, CHARTERED	375.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		375.00
ADMINISTRATION		
1301020	MADDEN GALANTER HANSEN, LLP	2,492.26
1915450	SOLDO CONSULTING, PC	1,196.25
TOTAL ADMINISTRATION		3,688.51
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0301685	CARQUEST AUTO PARTS	3.95
TOTAL BUILDING SAFETY DIVISION		56.84
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	57.50
1309495	MINUTEMAN PRESS	221.28
2018225	TREASURE BAY PRINTING	36.00
TOTAL COMMUNITY DEVELOPMENT		314.78
FIRE		
0103325	ACHESON TIRE INC	65.00
0118100	ARAMARK UNIFORM SERVICES	27.56
TOTAL FIRE		92.56
INFORMATION TECHNOLOGY		
1800149	RCB COLLECTIONS	25.00
TOTAL INFORMATION TECHNOLOGY		25.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/27/2023

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
0121721	AUTO VALUE - GRAND RAPIDS	2.51
0221650	BURGGRAF'S ACE HARDWARE	2.12
0301685	CARQUEST AUTO PARTS	232.26
0315455	COLE HARDWARE INC	94.25
0409715	DISPLAY SALES COMPANY	2,117.00
0513233	EMERGENCY AUTOMOTIVE TECH INC	284.78
0800040	H & L MESABI	1,790.00
1000080	J T SERVICES	4,327.21
1009508	JIM'S HYDRAULIC JACK SVC LLC	563.07
1209735	LITTLE FALLS MACHINE INC	1,064.37
1301213	MARTIN'S SNOWPLOW & EQUIP	775.90
1309495	MINUTEMAN PRESS	165.97
1415484	NORTHERN LIGHTS TRUCK	393.32
1518225	O'REILLY AUTO PARTS	5.29
1815915	ROYAL TIRE INC	2,358.25
1920555	STOKES PRINTING & OFFICE	52.99
2501525	YANMAR COMPACT EQUIPMENT NORTH	48.22
TOTAL PUBLIC WORKS		14,277.51
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	456.71
1201850	LAWSON PRODUCTS INC	157.88
1301720	MATCO TOOLS	64.00
TOTAL FLEET MAINTENANCE		678.59
POLICE		
0104085	ADAMS ARMS HOLDINGS, LLC	766.99
0121721	AUTO VALUE - GRAND RAPIDS	144.99
0221650	BURGGRAF'S ACE HARDWARE	11.99
0301685	CARQUEST AUTO PARTS	22.83
1605665	PERSONNEL DYNAMICS LLC	243.00
1800149	RCB COLLECTIONS	50.00
1903554	SCOTT'S AUTO ELECTRIC INC	20.00
1920233	STREICHER'S INC	559.98
TOTAL POLICE		1,819.78
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0718010	CITY OF GRAND RAPIDS	4,500.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/27/2023

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
1309050	MIDWEST SECURITY & FIRE INC	312.00
1401650	NARDINI FIRE EQUIPMENT CO INC	299.00
TOTAL		5,166.73
AIRPORT		
0504825	EDWARDS OIL INC	1,596.80
TOTAL		1,596.80
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM SERVICES	121.92
0118230	ARENA WAREHOUSE, LLC	2,347.00
0315455	COLE HARDWARE INC	43.95
0601690	FASTENAL COMPANY	55.88
0809345	NICHOLAS HIIPAKKA	20.17
1421155	NUCH'S IN THE CORNER	24.00
1615423	POKEGAMA ELECTRIC INC	3,872.85
1800655	R & R SPECIALTIES INC	1,820.10
1801610	RAPIDS PLUMBING & HEATING INC	3,314.00
2000522	TNT CONSTRUCTION GROUP, LLC	1,157.00
TOTAL GENERAL ADMINISTRATION		12,776.87
STATE HAZ-MAT RESPONSE TEAM		
1200500	L&M SUPPLY	99.82
1415480	NORTHERN HEALTH & FITNESS PLUS	794.00
TOTAL		893.82
CEMETERY		
0315455	COLE HARDWARE INC	83.94
1415545	NORTHLAND LAWN & SPORT, LLC	5,504.42
2501525	YANMAR COMPACT EQUIPMENT NORTH	221.05
TOTAL		5,809.41

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/27/2023

VENDOR #	NAME	AMOUNT DUE

DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
TOTAL		30.00
GO STATE-AID BONDS 2012B		
0315515	COMPUTERSHARE TRUST CO, NA	307,498.75
TOTAL		307,498.75
GR/COHASSET IND PK INFRAST		
2000522	TNT CONSTRUCTION GROUP, LLC	258,617.28
TOTAL		258,617.28
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4 HANGAR UTILITIES		
0218115	BRAUN INTERTEC CORPORATION	3,000.00
TOTAL AP 2023-4 HANGAR UTILITIES		3,000.00
PIR-PERMANENT IMPRV REVOLV FND		
NO PROJECT		
0801836	HAWKINSON SAND & GRAVEL	6,135.00
TOTAL NO PROJECT		6,135.00
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	12.24
1205090	LEAGUE OF MINNESOTA CITIES	820.00
1309035	MID-STATE TRUCK SERVICE INC	984.49
TOTAL		1,816.73
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$627,667.68
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,035.82
0113105	AMAZON CAPITAL SERVICES	529.61

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/27/2023

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
0305530	CENTURYLINK QC	259.00
0315543	CONSTELLATION NEWENERGY -GAS	1,749.33
0418360	DVS RENEWAL	243.26
0609685	FIREMEN'S RELIEF ASSOCIATION	2,000.00
0718015	GRAND RAPIDS CITY PAYROLL	287,181.91
0718070	GRAND RAPIDS STATE BANK	767.38
0815440	HOLIDAY STATIONSTORES LLC	231.00
0900060	ICTV	8,178.00
0920055	ITASCA COUNTY RECORDER	138.00
1205090	LEAGUE OF MINNESOTA CITIES	20.00
1215250	LOFFLER COMPANIES INC	372.80
1301145	MARCO TECHNOLOGIES, LLC	79.47
1301146	MARCO TECHNOLOGIES, LLC	317.52
1305046	MEDIACOM LLC	136.90
1309098	MINNESOTA MN IT SERVICES	453.21
1309199	MINNESOTA ENERGY RESOURCES	132.43
1309332	MN STATE RETIREMENT SYSTEM	2,002.00
1309335	MINNESOTA REVENUE	850.00
1516220	OPERATING ENGINEERS LOCAL #49	118,148.00
1520720	KEVIN OTT	138.00
1601750	PAUL BUNYAN COMMUNICATIONS	300.00
1621130	P.U.C.	47,534.12
1721095	QUADIENT, INC	1,000.00
2000490	TDS Metrocom	646.83
2209665	VISA	7,768.55
2209705	VISIT GRAND RAPIDS INC	19,106.92

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$504,320.06

TOTAL ALL DEPARTMENTS \$1,131,987.74



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27th, 2023

AGENDA ITEM: Consider approving an updated Joint Powers Cooperative Agreement with Itasca County for the Grand Rapids/Itasca County Airport

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City of Grand Rapids and Itasca County have had a Joint Power Agreement in place for the GPZ Airport since 2011. Since this time, multiple changes and addendums have been approved to this agreement. Both entities agreed to update the document to include these changes and addendums into one document. The attached document was presented to the City/County group at the March 8th, 2023 meeting, and was recommended for approval.

REQUESTED COUNCIL ACTION:

Make a motion approving an updated Joint Powers Cooperative Agreement with Itasca County for the Grand Rapids/Itasca County Airport

**GRAND RAPIDS/ITASCA COUNTY
AIRPORT JOINT POWERS COOPERATIVE AGREEMENT**

THIS AGREEMENT is made and entered into between the parties, governmental subdivisions of the State of Minnesota, pursuant to authority granted to them by *Minnesota Statutes § 471.59*, which authorizes joint and cooperative exercise of powers common to contracting parties; and Chapter 360, which authorizes the ownership, construction, management and operation of airports and aeronautic facilities by municipalities and counties.

WHEREAS, Itasca County and the City of Grand Rapids have, since at least 1967, provided for the joint development, ownership, maintenance and operation of an airport facility as a separate and distinct Joint Power Entity under *Minnesota Statutes § 471.59*; and

WHEREAS, it is the desire of the Parties to dissolve the Joint Power Entity and to continue the joint ownership of such facility and for the delegation to the City of responsibility for all maintenance, management and operations subject to the limitations set forth in this Cooperative Agreement.

In consideration of the mutual promises and agreements contained herein and subject to the provision of *Minnesota Statutes § 471.59 and Chapter 360*, the Parties agree to the following:

1. In General: The City and County agree with the other to participate as hereunder provided in the continued joint ownership of the airport facilities and improvements and further provided that the City shall be solely responsible for the maintenance, management and operation of the airport except as hereinafter limited by the terms of this Agreement.

This Agreement supersedes and replaces all prior agreements between the Parties pertaining to the ownership, operation and maintenance of the Itasca County – Grand Rapids Airport.

This Agreement will be effective upon execution hereof and shall continue in effect for a period of five (5) years unless earlier terminated pursuant to paragraph 8 of this Agreement.

The City and County agree with each other that the City will be the airport's fiscal agent and shall provide the employees which the City deems necessary to maintain, manage and operate the facility which employees for all purposes under this Agreement, and any rule, regulation or law shall be deemed to be employees of the City and not of the County and which employees shall subject to the City's personnel policies or appropriate collective bargaining agreements.

All employees under this Agreement shall be within the City's Public Works department.

The Parties shall not discriminate on the grounds of race, color, or national origin in the selection and retention of employees, contractors or subcontractors.

2. Contribution of Capital: The Parties acknowledge the ownership and contribution and ownership of the real property by the City and County as set forth on the attached Exhibit 1. The real property, improvements, structures and equipment shall constitute the airport facility known as the Itasca County – Grand Rapids Airport. The parties agree to utilize the following cost sharing formula after all grant proceeds are applied to costs or projects.

All improvements, structures and equipment upon the premises described on Exhibit 1 as the Terminal Building, are and shall be jointly paid by the Parties as follows: The Itasca County – Grand Rapids Airport shall pay 50% (fifty percent), and Itasca County shall pay 50% (fifty percent)

All improvements, structures and equipment upon the premises described on Exhibit 1, excepting the Terminal Building are and shall be jointly paid by the Parties as follows: The Itasca County – Grand Rapids Airport shall pay 50% (fifty percent), the City shall pay 25% (twenty-five percent) and Itasca County shall pay 25% (twenty-five percent).

The City and County agree to meet during their City/County Cooperative Committee meetings to discuss issues relating to the long-term maintenance, management and operations of the Airport.

3. Acquisition of Real or Personal Property: Except as authorized in each individual case by the City and County, no real property, airport, restricted landing area, air

protection privilege, personal property or other acquisition or single payment costing in excess of fifteen thousand dollars (\$15,000.00) shall be acquired and no condemnation proceedings shall be instituted. Any condemnation so authorized by the Parties shall be instituted in the names of the City and the County in equal ownership as tenants in common. The provisions of Chapter 360 and laws amendatory and supplementary thereto, shall apply to such proceedings. Real property acquired under this Agreement shall be held by the City and County as tenants in common. The City shall own a fifty percent (50%) interest in the property acquired hereunder, and the County shall own fifty percent (50%) interest.

4. Terminal Building Emergency Operations and Dispatch/911 Center (EOC)

The County shall have the use of Area A of the Terminal Building as depicted on Exhibit 2 for the purpose of constructing, maintaining, and operating an EOC. The County may make such alterations and improvements to the interior of the Terminal Building as are necessary for such purposes at the County's expense. If exterior alterations and improvements are necessary, County shall obtain written approval from the City prior to modifications and shall comply with FAA regulations. County has the option of utilizing Area B as depicted on Exhibit 2. Written request shall be made to the City describing proposed use and if the use requires physical modifications. City shall review request to determine the potential impact to any possible future aviation need and reserves the right to deny use. Any proposed use or modifications must comply with FAA regulations.

If an aeronautical user requires space within the Terminal Building, that aeronautical user shall solely fund the costs of construction and any additions to the Terminal Building that are needed to accommodate said use. The parties may elect to contribute to these costs or use dedicated airport funds. If dedicated airport funds are to be used for this expansion, these funds must be used in accordance with the FAA's "Policy and Procedures Concerning the Use of Airport Revenue" and any related statute. If County is required to relocate the EOC off the airport property as a result of this Agreement or any other optional move, expenses to relocate that are not covered by said aeronautical user shall be borne solely by County.

- A.) All day-to-day expenses, operational expenses for maintenance, upkeep, repairs, electrical, heating, and cooling, and any other day to day utility expenses associated with the Terminal Building will be the sole responsibility of the County. All future capital expenses, including but not limited to windows, roofing, structural, heating, cooling and plumbing excepting expenses related to the current construction of the EOC shall be paid pursuant to Section 2, Contributions to Capital.
- B.) If a situation arises in which an aeronautical user requires the use of the Terminal Building, County agrees to vacate that portion needed within twelve (12) months of written notification from City. Upon vacation, County shall leave the area to in a condition as deemed appropriate by both Parties.
- C.) In the event any portion of the Terminal Building is occupied by an aeronautical user, the day-to-day operational utility and maintenance expenses will be prorated on a square-foot basis between Itasca County – Grand Rapids Airport and the aeronautical user or at the option of the Itasca County – Grand Rapids Airport, where feasible, on the basis of actual use.
- D.) City will continue to plow the access road and parking lot at the Terminal Building with funding from the Airport enterprise fund.
- E.) County shall be restricted to construct or alter the exterior of the Terminal Building if it conflicts with part 77 and shall be required to file notice under part 77 (7460).
- F.) County shall not create electrical interference with aircraft radio systems or NAVIDS.
- G.) County shall not permit exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- H.) The Itasca County – Grand Rapids Airport shall be allowed to develop the remainder of the facility and airport property, excluding the Terminal Building, as it sees fit.

5. Insurance Indemnification and Hold Harmless:

- A. The County shall with respect to any use of the Terminal Building keep in full force and effect Commercial General Liability, Automobile, and Workers compensation insurance in the amount at least equal to the maximum liability of governmental units under *Minnesota Statutes 466.04* or such insurance as otherwise required by law to protect that Parties. The City shall be named as an additional insured and shall be provided with such a copy of a certificate of insurance or proof acceptable to the City of such coverage.
- B. The County shall schedule and insure at its personal property, structures and improvements upon the premises County's policy of insurance through Minnesota Counties Intergovernmental Trust or insurance through a carrier of comparable quality or otherwise be responsible for any losses to its solely owned property.
- C. The County shall require that any sublease, contract or subcontract contain a provision that the contracting party comply with this section and the general terms of this agreement and that the contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. If County chooses to sublease any portion of the Terminal Building, County shall obtain written approval from City prior to any assignment, transfer, subletting or sale of said lease.
- D. The County shall fully defend, indemnify and hold harmless the City against all claims, losses, liabilities, suits, judgments, costs and expenses by reason of action or inaction of the County and/or employees and/or the agents of the County with respect to the Terminal Building. This Agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided under *Minnesota Statutes § 466.04*.
- E. The City shall fully defend, indemnify and hold harmless the County against all claims, losses, liabilities, suits, judgments, costs and expenses by reason of action or inaction of the City and/or employees and/or agents of the City with respect to the remainder of the Itasca County – Grand Rapids Airport property. This Agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided under *Minnesota Statutes § 466.04*.

- F. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose set forth in *Minnesota Statutes § 471.59 subd. 1a(a)*; provided further that for the purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- G. The Parties to this Agreement are not liable for the acts or omissions of the other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party.
- H. The City shall keep in full force and effect Commercial General Liability (except for the Terminal Building as addressed above), Automobile and Workers Compensation insurance including coverage for airport operations in the amount at least equal to the maximum liability of governmental units under *Minnesota Statutes 466.04* or such insurance as otherwise required by law to protect that Parties. The County shall be named as an additional insured and shall be provided with such a copy of a certificate of insurance or proof acceptable to the County of such coverage. The City shall schedule and insure at its full insurable value all jointly owned personal property, structures, and improvement upon the premises and which constitute real and personal property of the Itasca County – Grand Rapids Airport under the City’s policy of insurance through the League of Minnesota Cities or insurance through a carrier of comparable quality. Any proceeds paid for a loss to airport property paid under such policy shall be used to replace or repair the covered property. If for any reason the parties shall agree that such property is not to be replaced or repaired the proceeds of the loss shall be deposited to the dedicated airport fund.
- I. The City shall require that any lease, contract or subcontract contain a provision that the contracting party comply with this section and the general terms of this Agreement and that the contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this Agreement.

6. Finances: For the purpose of financing expenditures necessary in the carrying out of the provisions of this agreement, there shall hereby be created in the city accounts and treasury a special dedicated fund called “The Itasca County – Grand Rapids

Airport Fund”. Any existing funds of the Itasca County – Grand Rapids Airport shall remain or be deposited into this dedicated fund. The City Administrator shall account for the fund and custody of the cash and bank checking accounts shall be in the hands of the City Administrator. For the purposes of budgeting, accounting and reporting, the fiscal year of The Itasca County – Grand Rapids Airport Fund shall be January 1 through December 31. An audit of the funds shall be made annually. Such audits shall be made independently of or in conjunction with any audit, which may be made of the funds of the City.

All contracts and purchases of the City hereunder shall be subject to the provisions of all applicable law, rules or regulations of the State of Minnesota and City policies.

The Parties shall confer on an annual basis to determine the amount to be contributed to airport operations and capital improvements in equal shares by the Parties to fund operations and capital expenditures for the subsequent year. In the event a mutual agreement as to such contribution cannot be reached for the subsequent year, the respective contributions of the Parties shall be limited to the prior year’s contribution designated for airport operations.

7. Reports: The City shall, as soon as possible after the end of the fiscal year, prepare and present to the City and the County a comprehensive annual report of the activities and finances of the Itasca County – Grand Rapids Airport. The City shall prepare and present to federal and state officials such reports as may be required by law, regulation or control.

8. Termination: This Agreement shall be in full force and effect for five (5) years from the date of the last signatory to this Agreement, unless terminated by written notice from either party to the other party at least one (1) year in advance of such termination. Notwithstanding termination, the powers granted under this Agreement shall continue to the extent necessary to maintain and operate the airport until disposition of the property acquired under this Agreement pursuant to paragraph 11.

9. Alienation of Real and Personal Property: The City shall not sell, transfer, encumber, gift or lease any real property which constitutes the airport facility as described on attached Exhibit 1 without the consent and approval of the County. The City shall not sell, transfer, encumber, gift or lease any personal property which individually or in the

aggregate exceeds five thousand dollars (\$5,000.00) in value without the consent and approval of the County. Except that the City may in the normal course of business lease airport real and personal property for the purpose of airplane hangars and a fixed base operator without the consent and approval of the County.

10. Disposition of Property Upon Termination: As soon as practical after termination of this Agreement, the City and the County shall dispose of all property acquired by this Agreement, excepting the original plots of land which the City is the sole owner of a set forth on Exhibit A, which parcels of land shall remain and be the property of the City after dissolution. All other property, surplus funds, or any other disposable property acquired under this Agreement shall be disposed of in any manner consistent with law and upon agreement of the Parties. If no such agreement as to disposition is reached within three (3) months after termination of this Agreement, the City shall, within thirty (30) days thereafter, appoint some person, who may be a city official as its representative; the County shall similarly appoint a representative; and the Minnesota Commissioner of the Department of Transportation or his/her designee shall appoint a third person, who shall together constitute an advisory board on disposition of the joint airport property. This board as constituted hereunder shall, as soon as possible, prepare and recommend to the City and the County a complete plan for the disposition of all property acquired under this Agreement and such plan shall provide for the continuation of the use of the property as a public airport, if practicable. Upon termination of this Agreement, each party shall provide for the payment of principal and interest on its outstanding bonds, if any, issued as a result of this Agreement.

11. Enforcement: Specific performance provisions of the Agreement may be enforced against either party by the other party.

12. Amendments: This Agreement shall be in full force and effect upon approval by, and the signature of, the proper officers of the respective governing bodies of the City and County and may be amended in writing by the mutual Agreement of the Parties.

IN WITNESS WHEREOF, this Agreement is entered into by the action of the governing body of the County of Itasca and City of Grand Rapids in testation thereof this instrument is signed in their respective names.

Itasca County

City of Grand Rapids

By: _____
 Burl Ives, Chairperson
 Itasca County Board of Commissioners

By: _____
 Honorable Dale Christy, Mayor

Attest: _____
 Clerk to County Board

Attest: _____
 Thomas Pagel, City Administrator

Dated: _____

Dated: _____

Exhibit 1

Item 3.

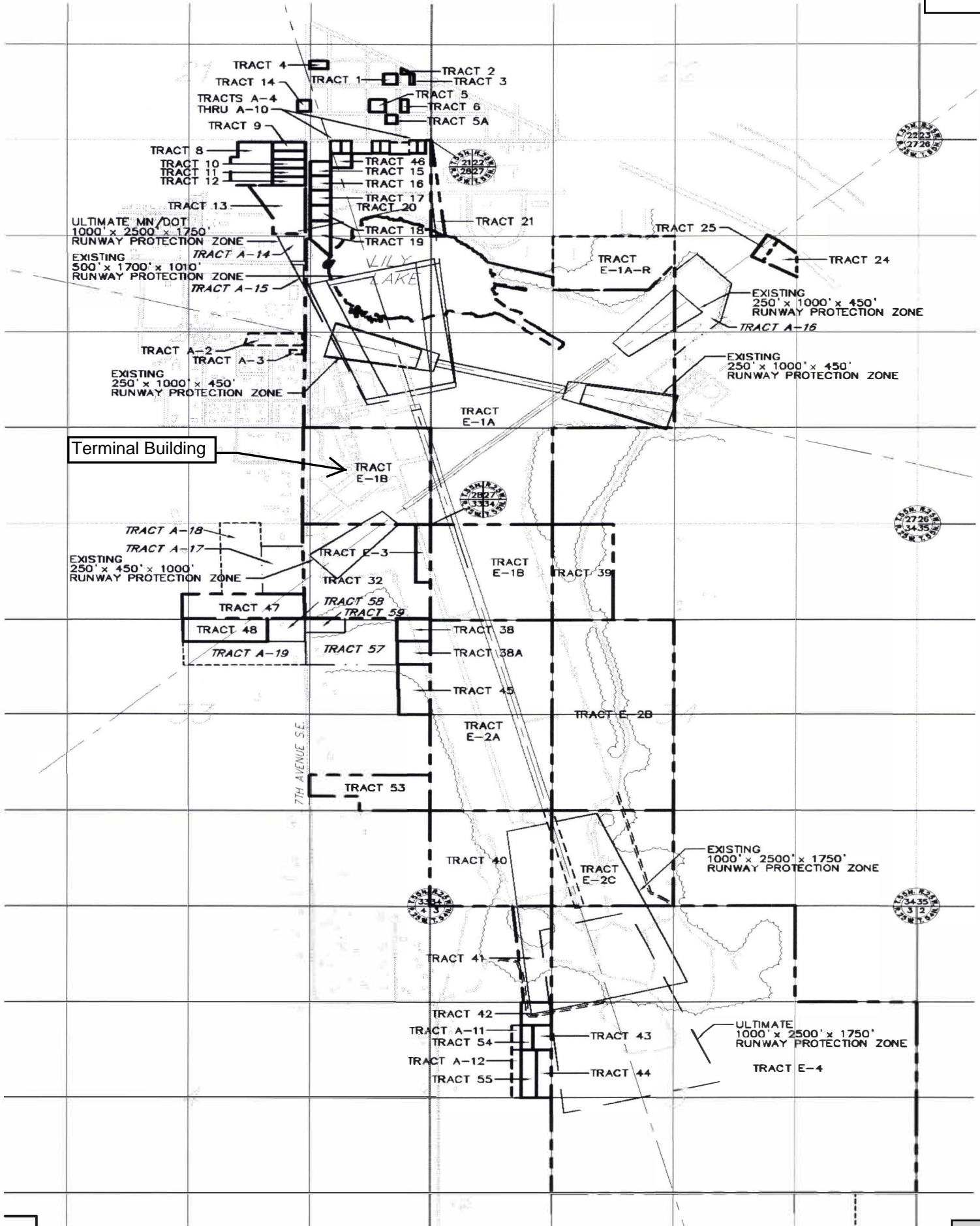
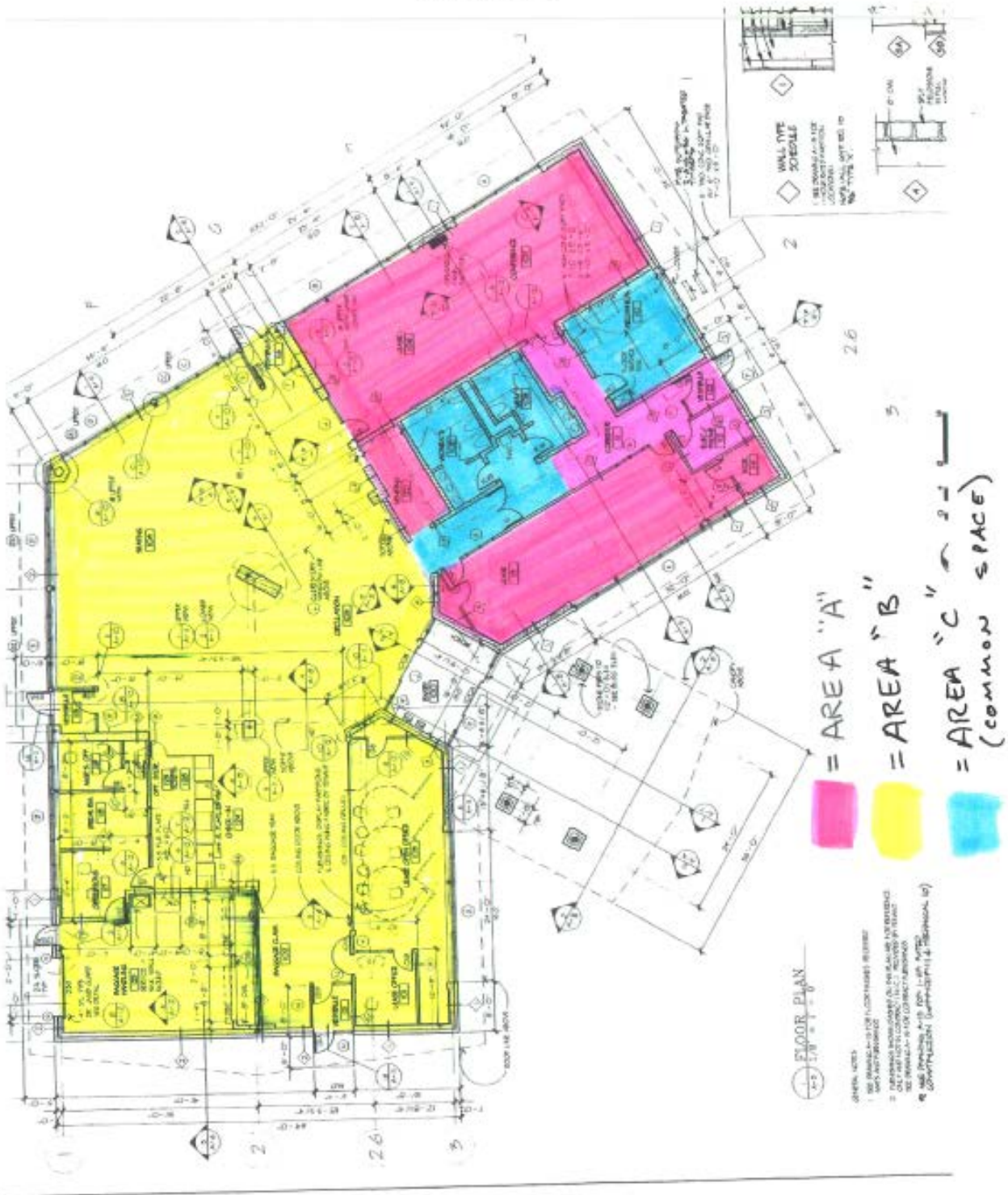


Exhibit 1

Item 3.

TRACT	DESCRIPTION	DATA ACQUIRED	ACRES	CITY//JOINT
E-1A	GOVERNMENT LOT 4 SEC 28, GOVERNMENT LOTS 5, 8, 9 8 SW 1/4 SW 1/4 SEC 27	UNKNOWN	178.50	CITY
E-1B	SE 1/4 SE 1/4 SEC 28 NW 1/4 NW 1/4 SEC 34	OCT 1948	80.00	CITY
E-2A	SW 1/4 NW 1/4 SEC 34 NW 1/4 SW 1/4 SEC 34	JUL 1955	80.00	CITY
E-2B	SE 1/4 NW 1/4 SEC 34, NE 1/4 SW 1/4 SEC 34	MAY 1956	80.00	CITY
E-2C	SE 1/4 SW 1/4 SEC 34	UNKNOWN	40.00	CITY
E-3	Part NE 1/4 NE 1/4, SEC 33 T55N R25W GOVERNMENT LOTS 2 & 3 S 1/2 NE 1/4, N 1/2 SE 1/4, SE 1/4 NW 1/4, NE 1/4 SW 1/4 SEC 3	OCT 1956	3.00	CITY
E-4	T54N R25W	OCT 1975	320.00	JOINT
1	Lots 19, 20 21, 22, 23, 24, BL 20 WILSON & GILLESPIE'S ADD.	JAN 1979	0.50	JOINT
2	LOTS 9-12 SOUTH OF RIVER ROAD, BL 21, WILSON & GILLESPIE'S ADD.	AUG 1977	0.13	JOINT
3	LOTS 15 8 16, BL 21 WILSON & GILLESPIE'S ADD.	AUG 1977	0.17	JOINT
4	LOTS 1 8 2, BL 18, WILSON & GILLESPIE'S ADD.	JAN 1979	0.18	JOINT
5	LOTS 13-20, BL 23 WILSON & GILLESPIE'S ADD.	JAN 1979	0.69	JOINT
5A	LOTS 1-4 BL 28, WILSON & GILLESPIE'S ADD.	JAN 1979	0.34	JOINT
6	LOTS 13-16 BL 22, WILSON & GILLESPIE'S ADD.	FEB 1978	0.34	JOINT
8	LOT 5 AUD. SUBD. #37 LESS W 75' 8' LESS N 208' OF W 125'	MAY 1978	5.80	JOINT
9	LOT 1 AUD. SUBD. #37 LESS E 20'	NOV 1978	1.00	JOINT
10	S 1/2 OF LOT 2, AUD. SUBD. #37	SEP 1978	1.00	JOINT
11	LOT 3 LESS N 5', AUD. SUBD. #37	APR 1978	1.00	JOINT
12	LOT 4, AUD. SUBD. #37	AUG 1978	1.00	JOINT
13	ALL THAT PART OF THE S 1/2 OF GOVERNMENT LOT 2, SEC 28 T55N R25W LYING E OF A LINE COMMENCING AT THE SW CORNER THEN E 910.39' TO THE POINT OF BEGINNING THEN N 30° 06' 48" W 478.21' THE N LINE	NOV 1977	11.00	JOINT
14	S 75' OF N 420' OF THE E 140' OF SW 1/4 OF SE 1/4 8 S 75' OF N 315' OF E 140' LYING S OF 5TH ST. 8 W OF 7TH AVE., SEC 21 T55N R25W	JAN 1979	0.48	JOINT
15	LOT 3, AUD. SUBD. #41	NOV 1977	1.00	JOINT
16	LOT 4, AUD. SUBD. #41	JUL 1978	1.00	JOINT
17	LOT 5, AUD. SUBD. #41	JUL 1980	1.00	JOINT
18	LOT 6, AUD. SUBD. #41	JUL 1980	1.00	JOINT
19	PART OF GOVERNMENT LOT 2 E OF 7TH AVE SEC 28 T55N R25W	NOV 1977	0.83	JOINT
20	UNPLATTED PART OF GOVERNMENT LOT 1, SEC 28 T55N R25W LESS 200' OF W 424' ON N 162' 8' LESS E 584' OF W 1008' OF N 180' LESS W 224' OF N 400'	JUL 1980	24.00	JOINT
21	UNPLATTED PART OF GOVERNMENT LOT 4, SEC 3 T54N R25W AS FOLLOWS: BEGINNING AT SE CORNER, ALONG E LINE 1328.19' TO NE CORNER THEN ALONG N LINE 428.41' THEN S 6° 53' 09" E 1335.62' TO S LINE E ALONG S LINE 303.10' TO POINT OF BEGINNING	JUL 1980	1.05	JOINT
24	PART OF UNPLATTED PART OF LOT 6, SEC 27 T55N R25W	JUN 1977	2.41	JOINT
25	PART OF GOVERNMENT LOT 3 S 8 6, SEC 27 T55N R25W	MAR 1977	1.03	JOINT
32	PART NE 1/4 NE 1/4, SEC 33 T 55N R25W	APR 1977	36.70	JOINT
38	PART SE 1/4 NE 1/4, SEC 33 T 55N R25W	OCT 1977	2.50	JOINT
38A	PART SE 1/4 NE 1/4, SEC 33 T 55N R25W	OCT 1977	2.50	JOINT
39	W 660' OF NE 1/4 OF NW 1/4, SEC 34 T55N R25W	OCT 1977	20.00	JOINT
40	SW 1/4 SW 1/4, SEC 34 T55N R25W	AUG 1977	40.00	JOINT
41	PART OF GOVERNMENT LOT 4, SEC 3 T54N R25W AS FOLLOWS: BEGINNING AT SE CORNER, ALONG E LINE 1328.19' TO NE CORNER THEN ALONG N LINE 425.41' THEN S 6° 53' 09" E 1335.62' TO S LINE E ALONG S LINE 303.10' TO POINT OF BEGINNING	OCT 5, 1992	11.16	JOINT
42	E 330' OF N AC. OF SW 1/4 OF NW 1/4 OF SEC 3 T54N R25W	MAY 1979	2.42	JOINT
43	E 200' OF S 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4 OF SEC 3 T54N R25W	MAY 1978	1.52	JOINT
44	E 160' OF S 1/2 OF SW 1/4 OF NW 1/4, SEC 3 T54N R25W	MAY 1978	2.42	JOINT
45	PART SE 1/4 NE 1/4, SEC 33 T55N R25W	MAY 1978	5.00	JOINT
46	S 217' OF N 400' OF W 224' OF UNPLATTED PART OF GOVERNMENT LOT 1, SEC 28 T55N R25W	OCT 1978	1.12	JOINT
47	S 1/4 OF NW 1/4 OF NE 1/4, SEC 33 T55N R25W	APR 15, 1987	N/A	JOINT
48	N 1/4 OF SW 1/4 OF NE 1/4 OF SEC 33 T55N R25W LESS E 410'	SEP 25, 1989	N/A	JOINT
53	NE 1/4 OF SE 1/4 OF SEC 33 T55N R25W S OF N 828' LESS W 545' OF S 200'	DEC 24, 1991	N/A	JOINT
54	W 130' OF E 330' OF S 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4 OF SEC 3 T54N R25W	JAN 7, 1993	0.97	JOINT
55	W 170' OF E 330' OF S 1/2 OF SW 1/4 OF NW 1/4 OF SECT 3 T54N R25W	DEC 30, 1992	0.58	JOINT

Exhibit 2





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 27, 2023

AGENDA ITEM: Consider adopting a resolution accepting low bid and entering into an agreement with Casper Construction Inc. for CP 2022-3, Forest Lake Utilities.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City recently opened bids for CP 2022-3, Forest Lake Utilities. Below is a summary of the bids.

Casper Construction Inc. - \$616,000.00
TNT Construction Group - \$654,700.00
Utility Systems of America - \$748,795.35
KGM Contractors Inc. - \$783,655.93
Kuechle Underground Inc. - \$944,200.55
Engineers Estimate - \$668,427.85

City staff recommends accepting the low bid and entering into an agreement with Casper Construction Inc.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting low bid and entering into an agreement with Casper Construction Inc. for CP 2022-3, Forest Lake Utilities in the amount of \$616,000.00

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

RESOLUTION NO. 23-__

**A RESOLUTION ACCEPTING BID FOR
Forest Lake Utilities
City Project 2022-3**

WHEREAS, pursuant to an advertisement for the Forest Lake Utilities, which includes the installation of water, sanitary sewer and roadway for 23 new residential lots. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Engineer Estimate	\$668,427.85
Casper Construction Inc.	\$616,000.00
TNT Construction Group, LLC	\$654,700.00
Utility Systems of America	\$748,795.35
KGM Contractors Inc.	\$783,655.93
Kuechle Underground Inc.	\$944,200.55

WHEREAS, the City Engineer is recommending the Base Bid be awarded to Casper Construction Inc.;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Casper Construction Inc. in the name of the City of Grand Rapids for Grand Rapids Project 2022-3, Forest Lake Utilities for a total contract amount of \$616,000.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 27th day of March, 2023.

Dale Christy, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



March 27, 2023

RE: City of Grand Rapids
Forest Lake Site Utilities
SEH No. GRANR 171025

Mayor and Council Members
City of Grand Rapids
420 North Pokegama Ave
Grand Rapids, MN 55744

Dear Mayor and Council Members:

Bids on the referenced project were opened in person at the City of Grand Rapids Council Chambers on Thursday, March 16th, 2023 at 9:00 AM. The bids received are summarized with the Engineer's estimate as follows:

<u>Contractor</u>	<u>Bid</u>
Casper Construction, Inc.	\$616,000.00
TNT Construction Group, LLC	\$654,700.00
Utility Systems of America	\$748,795.35
KGM Contractors, Inc.	\$783,655.93
Kuechle Underground Inc.	\$944,200.55
Engineer's Estimate	\$668,427.85

SEH has reviewed the bids and recommends that the City award a contract to Casper Construction, Inc. for their low bid amount of \$616,000.00.

If you require further information or have any questions, please do not hesitate to call me at 218.322.4513.

Sincerely,

Sara Christenson, PE (MN)
Project Civil Professional Engineer

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 SE 4th Avenue, Suite 200, Grand Rapids, MN 55744-4304

218.322.4500 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider approving a Lease Agreement with the Northeast Higher Education District for use of the City's athletic fields.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

This is the annual Lease Agreement for ICC's use of softball fields at the Grand Rapids Sports Complex and Streetar Baseball Field. The Lease reflects a 3% increase in fees over 2022.

REQUESTED COUNCIL ACTION:

Make a motion to approve a Lease Agreement with the Northeast Higher Education District for use of the City's athletic fields.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider approving a Lease Agreement with ISD 318 for use of the City's athletic fields.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

This is the annual Lease Agreement for ISD 318's use of softball fields and soccer fields at the Grand Rapids Sports Complex and Streetar Baseball Field. The Lease reflects a 3% increase in fees over 2022.

REQUESTED COUNCIL ACTION:

Make a motion to approve a Lease Agreement with ISD 318 for use of the City's athletic fields.

LEASE AGREEMENT

Item 6.

This lease, made this _____ day of _____, 2023, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and the Independent School District #318, Grand Rapids, MN, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Bob Streetar Baseball Field and the Grand Rapids Sports Complex (which includes two official size Soccer Fields and four official Softball Fields); and

Whereas, Lessee has determined that the Bob Streetar Baseball Field and the Grand Rapids Sports Complex are suitable facilities for conducting their athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

ARTICLE I

1. Lease Agreement: In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Fields solely to the extent of this Lease Agreement.

2. Lessee's Right of Possession and Use: Lessee shall have the right to possess and use the Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields and Soccer Fields for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.

3. Schedule of Use: Lessee shall submit to Lessor annually before January 1 for Baseball and Softball and March 1 for Soccer schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval.

4. Supervision: Safety: Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.

5. Concessions: Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.

6. Gate Receipts and Admission Charges: The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

ARTICLE II

1. Lease: Lessee shall pay to Lessor according to the following schedule:

August 1, 2023 \$14,500.00 for the Soccer Fields at the Grand Rapids Sports Complex

March 1, 2024 \$29,000.00 (\$14,500.00 each) for Bob Streetar Baseball Field and the Grand Rapids Sports Complex Softball Fields (4);

If a sports season is cancelled due to pandemic, the lease amount above shall be reduced by twenty-five percent (25%).

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to City Hall. The parties shall conduct a lease rate review in February, 2024. If the parties are unable to reach an agreement on the lease rate, then this lease agreement shall terminate as of June 30, 2024.

ARTICLE III

1. Maintenance and Repair: Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.

2. Damages: Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

3. Cleanup: Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.

4. Alterations, Improvements: Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.

5. Facility Preparation: The Lessor shall prepare the aforementioned facilities including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on one field at the beginning of the season for varsity game use and will be removed the third week of May. Outfield fences to be installed for invitational tournament and section games only.

ARTICLE IV

Item 6.

- 1. Term:** The term of this Lease Agreement shall be from July 1, 2023 - June 30, 2024.

ARTICLE V

- 1. Lessor's Access:** The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

ARTICLE VI

- 1. Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.

- 2. Insurance:** Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of at least \$330,000 per person and \$750,000.00 per occurrence in 2023 through 2024, naming Lessor as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in Minn. Stat. Sec. 466.04. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

- 3. Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.

- 4. Liability Limits Not Waived:** Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

ARTICLE VII

1. No Partnership: Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

Lessor: CITY OF GRAND RAPIDS

BY: _____ BY: _____
Its City Clerk Its Mayor

Date: _____

Lessee: Independent School District 318

BY: _____ BY: _____

Date: _____

Streeter Field Uses:

- Boys Varsity and JV Baseball games and practices

Grand Rapids Sports Complex Uses:

- Girls Varsity, JV, and Middle School Fastpitch Softball games and practices
- Boys and Girls Varsity and JV Soccer games and practices

All game and practice schedules will be provided by ISD 318 Activities Director.

Tournaments not including Grand Rapids teams:

- Fastpitch Softball tournaments will be invoiced separately at \$100 per game
- Baseball tournaments will be invoiced separately at \$200 per game



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider adopting a resolution approving reimbursement of expenditures for CP 2015-1, Sylvan Bay Overlays and Utilities

PREPARED BY: Matt Wegwerth

BACKGROUND:

The bids came in higher than anticipated for CP 2015-1, Sylvan Bay Overlays and Utilities, therefore the reimbursement resolution needs to be amended to reflect the increase in the City's share of the project.

The City's share is \$2,175,800.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving reimbursement of expenditures for CP 2015-1, Sylvan Bay Overlays and Utilities

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

RESOLUTION NO.23-__

**A RESOLUTION INTENDING TO REIMBURSE EXPENDITURES FOR THE
Sylvan Bay Overlays and Utilities
City Project 2015-1**

WHEREAS, the City Council accepted the Feasibility Report for the Sylvan Bay Overlay and Utilities Project; and

WHEREAS, the construction described in the Feasibility Report is the most cost effective solution; and

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for Sylvan Bay Overlays and Utilities, City Project 2015-1, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$2,175,800.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than January 9th, 2024.

Adopted by the Council this 27th day of March, 2023.

Dale Christy, 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
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 03-27-2023

AGENDA ITEM: Accept a Minnesota Historical & Cultural Heritage Grant in the amount of \$8,513.00 to acquire a Microfilm Reader/Printer/Scanner.

PREPARED BY: Will Richter, Director of Library Services

BACKGROUND: The library microfilm collection is a community resource with regular use. The present microfilm reader/printer was salvaged from North Hennepin Community College and is no longer supported by the manufacturer. The Minnesota Historical Society awards Cultural and Heritage (Legacy Amendment) grants to select libraries and historical societies for microfilm reader and printer replacement. Grand Rapids Area Library was notified 03-17-2023 of an award in the amount of \$8,513.00. The required \$500.00 local match requirement for the grant is being provided by the Grand Rapids Area Library Foundation.

REQUESTED COUNCIL ACTION:

Make a motion to authorize application and accept a Minnesota Historical & Cultural Heritage (Legacy Amendment) grant from the Minnesota Historical Society in the amount of \$8,513.00 to acquire a Microfilm Reader/Printer/Scanner.

MINNESOTA HISTORICAL SOCIETY

GRANTS OFFICE
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

Grand Rapids Area Library (hereafter called the Grantee) hereby signifies its acceptance of a state grant in the amount of **\$8,513** from the Arts and Cultural Heritage Fund through the Minnesota Historical Society (hereafter called the Society), in accordance with the guidelines for the Society's Historical and Cultural Heritage Grants Program. The grant is limited to the following project: **Acquire Microfilm Reader/Printer/Scanner** (MNHS Grant Number: **2211-27587**) as described in the Grantee's grant application. Grantee may provide matching funds in the amount of \$500.00 as specified in the application.

All grant activities must occur between the project start date and completion date. The start date will be 04/01/2023. This grant will conclude 04/01/2024. This Project Completion Date is the date by which all project work must be completed.

The Grantee agrees to administer the grant in compliance with the following provisions:

1. ASSURANCES

- a. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.
- b. The Grantee must follow Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- c. The Grantee agrees that this project will be administered and conducted in accordance with the Secretary of the Interior's Standards for Archeology and Historic Preservation (as published in the Federal Register of September 29, 1983), the Historic and Architectural Survey Manual (June 2017), and the SHPO Manual for Archaeological Projects in Minnesota (July 2005).
- d. The Grantee agrees that work will be carried out by project personnel who meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).
- e. Pursuant to 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the Grantee must give consideration to Conservation Corps Minnesota and Northern Bedrock Historic Preservation Corps, or an organization carrying out similar work.
- f. The Grantee will acknowledge the support of the Society in materials produced and in programs or presentations financially supported by the Society. If intellectual property is created, the parties will discuss the allocation of ownership and use rights.
- g. Copyright to copyrightable materials, including computer software, shall vest in the Grantee with a non-transferable royalty-free license to the Society for its non-commercial use. The Grantee shall grant the Society an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- h. Except for (a) the above limitation, (b) the Grantee's right to control publication of its own research results, (c) patented and patent-pending property and (d) the Grantee's

confidential information, the Society will have the free, irrevocable, non-exclusive unlimited right to use any research results collected by the Grantee for any purpose.

- i. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 129D.17 for the Arts and Cultural Heritage Fund.

2. FINAL REPORTS AND PROJECT PRODUCTS

- a. The final report and project products are due within 30 days after the project completion date
- b. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
- c. The Final Product(s) to be uploaded with the final report are: **Photographs and documentation showing purchase and installation of microfilm reader/printer/scanner.**

3. COST PRINCIPLES AND LIMITATION

- a. Only the items set forth in the Approved Project Budget (**see Attachment A**) may be charged against the grant project.
- b. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon written request by the Grantee and written approval by the Society.
- c. Changes in the Approved Project Budget may not exceed twenty (20) percent of the Approved Project Budget. Changes that occur after the project begins which exceed twenty (20) percent will not be allowed except upon written request by the Grantee and written approval by the Society
- d. Changes in the Project Completion Date will not be allowed except upon written request by the Grantee and written approval by the Society.
- e. All work will conform to the Secretary of the Interior's Standards as outlined in the approved Scope of Work Form. Any change to the Scope of Work Form after it is approved must be requested in writing and approved by the Grants Office.
- f. No grant funds may be used to pay indirect costs, commonly referred to as overhead.
- g. Return of Unused Funds. Any unused grant funds not spent for the purposes of the Project by Final Report due date, must be promptly returned to the SOCIETY.

4. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- a. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- b. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- c. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- d. Support documentation of the procurement process utilized to contract services and/or materials must be maintained by the grantee and are subject to examination by Minnesota Historical Society, its designated representatives, or any applicable agency of the State of Minnesota for a minimum of six (6) years from the approval date of the Final Report.

5. MAINTAINING GRANT RECORDS FOR AUDIT

- a. The Grantee must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The Grantee must maintain records and accounts (including documentation of the procurement process) for this project on file for a minimum of six (6) years after approval of the Final Report.
- b. The Grantee agrees to maintain records to document any matching funds claimed as part of the project. The Grantee further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- c. The Grantee agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the Society, its designated representatives, or any applicable agency of the State of Minnesota.

6. ACKNOWLEDGEMENT OF SUPPORT

- a. For restoration/preservation grant projects, the Grantee agrees to post a sign during project work stating: This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society.
- b. All publicity releases, informational brochures, and public reports relating to an approved grant project shall contain an acknowledgment as follows: This publication was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions, or recommendations expressed in this publication are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society, or the Minnesota Historic Resources Advisory Committee.

7. HOLD HARMLESS

- a. The Grantee agrees to hold the Society *harmless from any loss, damage, or expense*—including reasonable attorneys' fees and other costs of defense—arising as the result of any claim, action, complaint, or discrimination proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project; or,
- b. Each party will be responsible for its own acts and behavior and the results thereof. The State's liability is governed by the Minnesota Tort Claims Act, Minn.Stat.Sec.3.736 and other applicable laws.

8. MODIFICATION

No person or body other than the Society is authorized to modify any of the terms of this agreement, including the scope of performance and cost limitations herein established. The Society shall not be liable for any costs incurred by the Grantee, which are not in conformance with the terms of this agreement

9. NONDISCRIMINATION

- a. The Grantee agrees that in the hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.
- b. The Grantee agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

10. DISALLOWANCES

Any cost paid for with grant funds which is subsequently found to be disallowable under audit shall be refunded to the Society by the Grantee.

11. CANCELLATION

The Society may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the Grantee has materially breached any term or condition of this agreement. Grantees will be given a 30-day notice. In lieu of cancellation, Grantees may be given proposed remedies to ensure the successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the Society may withhold proceeds of the Grant; demand that the Grantee return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the Grantee hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the Society, and that, per Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

12. SPECIAL CONDITIONS

The Society may require special conditions to ensure that the project meets applicable standards. Conditions must be worked sequentially as listed below.

1. The information/documentation included with your application does NOT meet the procurement requirement. Before receiving funding and starting the project, Grantee must provide documentation of the procurement process to the Grants Office for review and

approval. Please refer to Grants Manual Appendix I for guidelines:
https://www.mnhs.org/sites/default/files/preservation/legacy-grants/grants-manual/mhch_grants_manual_v.7_0.pdf. (Upload to Milestone/Condition 1 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

Certification:

We have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

Signatures:

Project Director

Date

Authorized Officer

Date

ATTACHMENT A

MINNESOTA HISTORICAL SOCIETY
Heritage Preservation Department
Minnesota Historical and Cultural Heritage Grants
Approved Project Budget

Grantee: Grand Rapids Area Library
MNHS Grant #: 2211-27587
Project: Acquire Microfilm Reader/Printer/Scanner

	Budget Item	Amount Requested	Grant Amount	Match
1.	ViewScan 4 (Reader)	\$7,243.00	\$7,243.00	\$500.00
2.	Intel NUK micropro PC	\$985.00	\$985.00	
3.	27" monitor	\$285.00	\$285.00	
4.				
5.				
6.				
7.				
8.				
9.				
10				
.				
11				
.				
12				
.				
	TOTAL	\$8,513.00	\$8,513.00	\$500.00

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the Instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
____ - ____ - ____	
or	
Employer identification number	
____ - ____	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 3-27-23

AGENDA ITEM: Consider hiring Glen Hodgson to assist with Building Maintenance on the IRA Civic Center project.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Building Official/Building Maintenance Manager, Jon Peterson, is extremely busy with plan review, building inspections, and training the building inspector. As a result, Rob Mattei and I are recommending the temporary hire of Glen Hodgson to assist with the management of the IRA Civic Center project. Glen brings over 45 years of engineering and construction experience and served as the City Engineer for the City two times.

During this temporary employment period from March 28 through December 30th, Glen would work on average 20 hours per week, as generally defined in the attached outline.

REQUESTED COUNCIL ACTION:

Make a motion to approve the hiring of Glen Hodgson as a part-time employee as defined in the attached scope of services.

Civic Center Project Scope of Services with Glen Hodgson

Term:	Employment is expected to begin on or around April 3, 2023, with completion of this project expected by the end of November 2023.
Employment Status:	Employee is considered a part-time employee of the City of Grand Rapids. The FLSA classification is non-exempt.
Services Provided:	Act as Point of Contact to the Construction Manager, as it relates to the Civic Center project. Act as the City Representative for all matters pertaining to the Civic Center Project. Ensure change order(s) are legitimate and accurate. Share change order(s) and associated costs with City Administrator Tom Pagel and Building Official Jon Peterson. Share timetables, as well as anticipated inspection dates, with Building Official Jon Peterson. Provide Civic Center Project items needing City Council action to Administrator Tom Pagel. Attend weekly project meetings conducted by the Construction Manager.
Record of Time:	Time worked will be recorded daily and submitted to payroll. Time worked will be approved by City Administrator.
Payment:	The rate of pay will be \$45.25 per hour. This position will not qualify for holiday pay, PERA or Deferred Compensation. This position will not qualify or receive medical, dental, and life insurance.
Payment Method:	Employees are paid bi-weekly on Friday as defined in the City of Grand Rapids Personnel Policy Manual.
Expenses:	Employee will be eligible for mileage reimbursement and any necessary travel expenses.
Additional Items:	This scope of services document is not an all-inclusive list and shall not be construed as a contract. The employee is expected to follow the City of Grand Rapids Personnel Policy Manual.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider authorization to interview and hire Police Captain and Sergeant

PREPARED BY: Chery Pierzina

BACKGROUND:

With the appointment of Andy Morgan to the Chief of Police position, we are requesting authorization to interview and hire for the open Captain position. The City currently has four (4) Sergeant's that are eligible for this position.

In addition, with the anticipated promotion of a current Sergeant to the Captain position, we are also requesting authorization to interview and hire a Sergeant. The City currently has eleven (11) that are eligible for this position.

REQUESTED COUNCIL ACTION:

Make a motion to (1) authorize City staff to begin the process of interviewing and hiring for the open Captain position; and (2) authorize City staff to begin the process of interviewing and hiring for the upcoming open Sergeant position.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider the request to allow the Public Works Department to sell equipment at auction.

PREPARED BY: Cynthia Lyman

BACKGROUND:

The Public Works Department would like to retire and sell the following pieces of equipment at auction:

2011 Terex with 72" dirt bucket	#ASVPT070PDWE00914
Virnig V-Plow	#77991
Miscellaneous Equipment:	Quick Attach V-Plow for Skidsteers

Proceeds shall be applied to the purchase of new equipment.

REQUESTED COUNCIL ACTION:

Make a motion to allow the Public Works Department to proceed with the retirement and sale of equipment at auction.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 27, 2023

AGENDA ITEM: Consider adopting a resolution accepting low base bid of \$3,587,517.84 and entering into an agreement with TNT Construction Group for CP 2015-1, Sylvan Bay Overlay & Utilities.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The city recently opened bids for CP 2015-1, Sylvan Bay Overlay & Utilities. Below is a summary of the bids.

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Total</u>
TNT Construction Group, LLC	\$3,587,517.84	\$372,571.17	\$3,960,089.01
Utility Systems of America	\$3,613,049.85	\$345,101.75	\$3,958,151.60
KGM Contractors, Inc.	\$3,955,093.80	\$472,047.80	\$4,427,141.60
Casper Construction, Inc.	\$4,042,277.34	\$375,197.80	\$4,417,475.14
Engineer's Estimate	\$3,211,838.45	\$319,369.95	\$3,531,208.40

City staff recommends accepting the low base bid of \$3,587,517.84 and entering into an agreement with TNT Construction Group.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting low base bid of \$3,587,517.84 and entering into an agreement with TNT Construction Group for CP 2015-1, Sylvan Bay Overlay & Utilities.

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

RESOLUTION NO. 23-__

**A RESOLUTION ACCEPTING BID FOR
Sylvan Bay Overlays & Utilities Project
City Project 2015-1**

WHEREAS, pursuant to an advertisement for CP 2015-1, Sylvan Bay Overlays & Utilities Project which includes 12th Avenue SW and 11th Avenue SW from 4th Street SW to 1st Street SW, and from Sylvan Bay landing and all of 1st Street SW. 12th Avenue SW would include a partial reconstruct, 11th Avenue SW and 1st Street SW would include a full reconstruct and new utilities including water, sanitary sewer, and storm sewer and associated appurtenances. 11th Avenue SW may also include a sidewalk. 10th Avenue SW from 4th Street SW to 1st Street SW was included as an Add Alternate as a partial reconstruct. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid	Alternate	Total
Engineer Estimate	\$3,211,838.45	\$319,369.95	\$3,531,208.40
TNT Construction Group	\$3,587,517.84	\$372,571.17	\$3,960,089.01
Utility Systems of America	\$3,613,049.85	\$345,101.75	\$3,958,151.60
KGM Contractors Inc.	\$3,955,093.80	\$472,047.80	\$4,427,141.60
Casper Construction Inc.	\$4,042,277.34	\$375,197.80	\$4,417,475.14

WHEREAS, the City Engineer is recommending the Base Bid be awarded to TNT Construction Group;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with TNT Construction Group in the name of the City of Grand Rapids for Grand Rapids Project 2015-1, Sylvan Bay Overlay & Utilities for a total contract amount of \$3,587,517.84 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 27th day of March, 2023.

Dale Christy, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



Building a Better World
for All of Us®

March 27, 2023

RE: City of Grand Rapids
Sylvan Bay Overlay & Utilities
CP 2015-1 Phase 1
SEH No. GRANR 171169

Mayor and Council Members
City of Grand Rapids
420 North Pokegama Ave
Grand Rapids, MN 55744

Dear Mayor and Council Members:

Bids on the referenced project were opened in person at the City of Grand Rapids Council Chambers on Tuesday, March 14, 2023 at 9:00 AM. The bids received are summarized with the Engineer's estimate as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Total</u>
TNT Construction Group, LLC	\$3,587,517.84	\$372,571.17	\$3,960,089.01
Utility Systems of America	\$3,613,049.85	\$345,101.75	\$3,958,151.60
KGM Contractors, Inc.	\$3,955,093.80	\$472,047.80	\$4,427,141.60
Casper Construction, Inc.	\$4,042,277.34	\$375,197.80	\$4,417,475.14
Engineer's Estimate	\$3,211,838.45	\$319,369.95	\$3,531,208.40

SEH understands that the City of Grand Rapids has chosen to award the project without the alternate bid and award upon base bid only. SEH has reviewed the bids and recommends that the City award a contract to TNT Construction Group, LLC for their low bid amount of \$3,587,517.84.

If you require further information or have any questions, please do not hesitate to call me at 218.322.4513.

Sincerely,

Sara Christenson, PE (MN)
Project Civil Professional Engineer

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 SE 4th Avenue, Suite 200, Grand Rapids, MN 55744-4304

218.322.4500 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider the adoption of a resolution authorizing the City to make application to and accept funds from the Minnesota Department of IRRR Development Infrastructure grant program for the Grand Rapids Early Childhood Education Hub

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

Staff has prepared a grant request of \$300,000 to the IRRR Development Infrastructure program for site development costs associated with KOOTASCA's conversion of the former Murphy Elementary School to the Grand Rapids Early Childhood Education Hub.

The proposed ~\$2 million investment to convert the site from Elementary to Pre-K and Infant/Toddler care, would create a 38,000 square foot early childhood hub with 221 slots of childcare at the site (creating 10 new slots). The facility will be home to 66 full-time staff who will operate the site year-round- creating 3 additional full-time positions and retaining 63 full-time positions. The project would create 12 temporary full-time construction positions, per IRRR.

As KOOTASCA and Invest Early (IE) move into the Grand Rapids Early Childhood Hub, following renovations, other childcare providers will be able to occupy the classrooms we have built and are vacating- thus enabling new development otherwise not possible. Notably, the Itasca County Family YMCA is pursuing occupation of 4 early childhood classrooms at the Itasca Resource Center and 2 classrooms at the Itasca Campus of MN North College will remain for the college's childcare use.

By creating a one-stop location, families with children falling into multiple age groups can deliver their children to the appropriate classrooms and immediately access services onsite such as workforce counselors and representatives from education and social service. In addition to childcare operated by KOOTASCA and IE, the site will also be home to ISD 318's ECSE and ECFE programs as well as KOOTASCA's TAPP Program. The site will host AEOA's Adult Basic Education (ABE) and Employment Services programs, behavioral health services and

supports for Children Mental Health Services (CMHS), as well as employment and workforce services for the NE Minnesota Office of Jobs and Training.

The facility will also provide Early Childhood internships for students enrolled in the accredited Early Childhood Education certificate program at MN North College's Itasca Campus. Certification and program graduation requires a 150-hour internship with a licensed Early Childhood teacher in a licensed Rule 3 Preschool setting. DEED's Occupations in Demand tool identifies an 11% ten-year growth rate for preschool teachers and our area is currently in a severe childcare shortage limiting workforce participation.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing the City to make application to and accept funds from the Minnesota Department of IRRR Development Infrastructure grant program for the Grand Rapids Early Childhood Education Hub

Councilor _____ introduced the following resolution and moved for its adoption:

**City of Grand Rapids, Minnesota
RESOLUTION NO. 23-__**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND
ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF IRRR DEVELOPMENT
INFRASTRUCTURE GRANT PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for development infrastructure costs associated with the renovation of the former Murphy Elementary School to establish the Grand Rapids Early Childhood Education Hub at 822 NE 5th Avenue, Grand Rapids, MN 55744; and

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

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

Adopted by the Council this 27th day of March 2023.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

Councilor _____ 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
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #152582 issued to Davis Oil Inc. on March 14, 2023 for \$3,987.95 is lost. A representative from Davis Oil Inc. has completed an Affidavit of Lost Check for the lost check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #152582, issue a new check and waive bond requirements for the check issued to Davis Oil Inc. in the amount of \$3,987.95.

AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

Davis Oil Inc., being first duly sworn on oath, states that he/she resides at **1301 NW 4th Street, P. O. Box 508, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **152582**, issued to **Davis Oil Inc.**, drawn by **City of Grand Rapids** dated **March 14, 2023**, for the sum of **\$3,987.95**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED



Subscribed and sworn to before me

This 21st day of March, 2023


Notary Public





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider approving a temporary liquor license for Klockow Brewing outdoor event.

PREPARED BY: Aurimy Groom

BACKGROUND:

Klockow Brewing Company has submitted an application for a 1 – 4 day temporary liquor license, for an outdoor event scheduled for April 29, 2023.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor license for Klockow Brewing Co. for an outdoor event scheduled for April 29, 2023.



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

Name of organization		Date organized	Tax exempt number
Klockow Brewing Company		1/3/17	
Address	City	State	Zip Code
36 SE 10th St.	Grand Rapids	Minnesota	55744
Name of person making application	Signature	Business phone	Home phone
Andy Klockow		715-661-3510	
Date(s) of event	Type of organization		
4/29/23	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Andy Klockow	Grand Rapids	Minnesota	55744
Organization officer's name	City	State	Zip Code
Tasha Klockow	Grand Rapids	Minnesota	55744
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

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

Parking lot of Klockow Brewing Company

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

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

Itasca Reliable/EMC 1,000,000/1,000,000

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider authorizing the Grand Rapids-Itasca County Airport to retire and sell the 2007 Cat Broom.

PREPARED BY: Cynthia Lyman

BACKGROUND:

The Grand Rapids-Itasca County Airport would like to retire and sell the 2007 Cat Broom, Model# 4600-LDR, Serial #BEJ15724. This piece of equipment is no longer in use and the Airport would like to request authorization to either sell it outright or at auction.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the Grand Rapids-Itasca County Airport to proceed with the retirement and sale of the 2007 Cat Broom.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27th, 2023

AGENDA ITEM: Consider authorizing quotes and awarding a contract at the Grand Rapids / Itasca County airport for the 2023 Crack Seal project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The GPZ airport recently received quotes for the 2023 Airport Crack Seal project. The project includes joint and crack sealing of pavements in the south taxilane area. Three quotes were received, summarized below:

Contractor	Bid Amount
Struck & Irwin Paving, Inc.	\$48,072.00
ASTECH	\$66,750.00
Fahrner Asphalt Sealers	\$68,800.00

This project is currently listed on the airport CIP and is anticipated to be funded by a 90 percent FAA grant, the State of MN funding 5%, and the remaining 5% being funded locally. The local share is split 50/50 with the County.

Total City responsibility is estimated at \$1,719.

REQUESTED COUNCIL ACTION:

Make a motion authorizing quotes and awarding a contract to Struck & Irwin Paving Inc. at the Grand Rapids / Itasca County airport for the 2023 Crack Seal project



TO: Matt Wegwerth, PE
Public Works Director, City Engineer
City of Grand Rapids, Minnesota

FROM: Lindsay Reidt, PE

DATE: March 10, 2023

RE: Construction Contract Award Recommendation
SEH No. GRAIT 171180

PROJECT SCOPE:

Competitive quotes were received for the 2023 Airport Crack Seal project at the Grand Rapids-Itasca County Airport. The project includes joint and crack sealing of the bituminous pavements at the airport. Those pavements include the south taxilanes.

Quote RESULTS – 2023 Airport Crack Seal:

On Friday March 3, 2023, contractors submitted quotes for the 2023 project. The Engineer's estimate for the project was \$56,500. Three (3) quotes were received, with the results as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Struck & Irwin Paving, Inc.	\$48,072.00
ASTECH	\$66,750.00
Fahrner Asphalt Sealers	\$68,800.00

SEH RECOMMENDATION:

Based on the outcome of the bids and the company reputations, it is our recommendation that the City of Grand Rapids award the 2023 Airport Crack Seal project to Struck and Irwin Paving, Inc., contingent on reception of the FAA and MnDOT Aeronautics grant.

In reliance on our experience with the contractors and information provided in the bid packages, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which it bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

PROJECT COST SUMMARY:

The following table summarizes the costs of the components for this year's federal and state grant:

2023 Airport Crack Seal (Struck and Irwin Paving, Inc)	\$ 48,072.00
Engineering & Construction Administration (SEH)	\$ 18,700.00
Administration (City of Grand Rapids) (estimated)	\$ 2,000.00
TOTAL PROJECT COSTS (APPROX):	\$ 68,772.00

The eligible portions of the project are anticipated to be funded by a 90 percent FAA grant. The remaining 10 percent will be split between the State and the City at 5 percent each.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27th, 2023

AGENDA ITEM: Consider authorizing advertisement for bids for the 2023 North Taxilane Reconstruction project at the GPZ Airport

PREPARED BY: Matt Wegwerth

BACKGROUND:

The 2023 North Taxilane Reconstruction project is listed on the GPZ CIP. Bid opening date is set at 2:00pm, Tuesday April 18. Once opened, bids will be tabulated and brought to council for review and approval.

REQUESTED COUNCIL ACTION:

Make a motion authorizing advertisement for bids for the 2023 North Taxilane Reconstruction project at the GPZ Airport

ADVERTISEMENT FOR BIDS

**2023 North Taxilanes Reconstruction
Grand Rapids – Itasca County Airport
Grand Rapids, Minnesota****AIP 3-27-0037-26-2023****SP No. A3101-101****SEH No. GRAIT 171290**

Notice is hereby given that sealed Online Bids will be received by the City of Grand Rapids, Minnesota via QuestCDN until 2:00pm, Tuesday April 18, 2023, via [QuestCDN](#) for the furnishing of all labor and material for the construction of 2023 Charlie Lane Reconstruction.

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

*2023 North Taxilanes Reconstruction Bid Opening
April 18, 2023, 2:00pm (CDT)*

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/42upEkV>

Or call in (audio only)

[+1 872-242-7640](tel:+18722427640), [299528146#](tel:+1299528146) United States, Chicago

Phone Conference ID: 299 528 146#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: bituminous pavement removal, grading, aggregate base, bituminous paving, concrete valley gutter, pavement marking, and turf restoration.

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Project Bid Information" link and by entering eBidDoc™ Number 8421584 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](#). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Requirements prepared by SEH dated March 28, 2023.

In addition to digital plans, paper copies of the Bidding Documents may be obtained from Docunet Corp. located at 2435 Xenium Lane North, Plymouth, MN 55441 (763.475.9600) for a fee of \$125.

A pre-Bid conference will not be held for this project.

Bid security in the amount of 5% percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

A Contractor responding to these Bidding Documents must submit to the City/Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

This Work shall be subject to minimum wages and labor standards in accordance with U.S. Department of Labor and the Minnesota Department of Labor and Industry.

The City of Grand Rapids reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the Airport.

Matt Wegwerth, PE
City Engineer
City of Grand Rapids
Grand Rapids – Itasca County Airport



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending and updating a section of Article VI Zoning within Chapter 30 Land Development Regulations.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

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 COUNCIL ACTION:

Make a motion to adopt an ordinance, amending and updating a section of Article VI Zoning within Chapter 30 Land Development Regulations.

ORDINANCE NO. 23-__

AN ORDINANCE AMENDING AND UPDATING MULTIPLE SECTIONS OF ARTICLE VI (ZONING) WITHIN CHAPTER 30 LAND DEVELOPMENT REGULATIONS

WHEREAS, from time to time, the City of Grand Rapids deems it important to review, and update, if necessary, its Zoning Ordinance (Land Development Regulations); and

WHEREAS, at their meeting on February 2, 2023, the Grand Rapids Planning Commission initiated the process to update and amend one section of the Zoning Ordinance (Land Development Regulations) identified by city staff; and

WHEREAS, the Planning Commission on March 2, 2023, took up consideration of draft amendment to Chapter 30 of the City Code, as prepared by staff, and found that amendments 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 the draft amendment to said portion of Article VI of Chapter 30 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, March 27, 2023, at 5:00 p.m., to consider the amendments to Chapter 30; 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 regard 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 amendment to Chapter 30 Land Development Regulations, of the City Code:

- The amendment will not have an adverse effect on the character of neighborhoods. It will have a positive effect in that it will allow for a sufficient density of housing in the Central Business District.
- The amendment would foster economic growth in the community, by allowing for future development opportunities. The establishment of housing in the Central Business District will create additional commerce in the Downtown.
- That the amendment would be in keeping with the spirit and intent of the Zoning Ordinance by maintaining an updated Ordinance. Furthermore, the intent of Central Business District zoning calls for dense development and this change allows for more density which allows for the site to be maximized.
- That the amendment would be in the best interest of the public by promoting economic growth and the development of needed housing.
- That the amendment would be consistent with the Comprehensive Plan, as the amendments will directly address the goal of establishing housing in the Central Business District.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the 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"*

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 27th day of March, 2023.

Dale Christy, Mayor

Attest:

Kim Gibeau, City Clerk

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

Table 2A District Development Regulations: Principal Structures 

MINIMUM LOT SIZE			MINIMUM YARD SETBACKS				MAXIMUM LOT COVERAGES			BUILDING SIZES		
Zone	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) ⁵
RR	1.25 acre	1.25 AC	150	30	15	30	30	20	N/A		35	24
R-1	8,400	8,400	70	30	6—9 ¹	15	30	30	N/A		30	24
R-1a	6,000	6,000	44	30	6	15	30	40	N/A		30	24
R-2	7,000 ⁴	5,000	50 ⁴	30	6—9 ^{1, 4}	15	30	30	N/A		30	24
R-3	15,000 ⁴	5,000	100 ⁴	35	10 ⁴	15	35	30	75	400	30	24
R-4	15,000 ⁴	2,500	100 ⁴	35	20 ⁴	30	35	35	75	400	45	24
LB	14,000 ⁴	3,000	100 ⁴	30	10 ⁴	15	15	35	85	500	35	24
GB	10,500	3,000	75	30	10	15	10	40	90	500	50	24
CBD	7,000	3,000 N/A	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 ³	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
BP	30,000	N/A	150	50	15	25	15	40	85	N/A	35	24
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 ²	25	25 ²	25	60	90	N/A	110	N/A
PU	1 acre	N/A	50	30	10	15	30	N/A			60	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	



REQUEST FOR COUNCIL ACTION

AGENDA DATE: March 27, 2023

AGENDA ITEM: Conduct a Public Hearing to consider the adoption of an Ordinance amending a section of Article VI Zoning within Chapter 30 Land Development Regulations.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

On February 2nd, the Planning Commission initiated the consideration of an amendment to Section 30-512, Table 2A which establishes the district development regulation for principal structures for all the zoning districts including minimum lot size, minimum setbacks, maximum lot coverages and building height maximums.

Staff will present the attached PowerPoint presentation as background prior to the Public Hearing. The following provides additional detail:

The minimum lot size requirements are codified in the three sub-categories of minimum gross area, minimum lot width and minimum lot area in square feet per unit.

The minimum lot area per unit requirement has historically been interpreted as pertaining to residential units. This is because the definition, in Section 30-421 for density is "Density – means the number of dwelling units residing upon, or to be developed upon, an acre of land."

*When we review a proposed multi-family development, we first look at the maximum density of the proposed site by applying this minimum lot size standard. As an example, for a 2-acre parcel in an R-4 zoning district we would calculate the maximum unit density by: (2 acres * 43,560 square feet/acre)/2,500 square feet/unit = 35 units.*

For R-3 and R-4 multi-family zoning districts, this standard of minimum lot area per unit functions well and is in sync with the other district development regulations. In other words, when multi-family projects are designed on sites that meet these density maximums, there is sufficient, not overly sufficient, lot area to develop that number of

units and their required parking, while still meeting setback requirements and building height maximums.

A zoning district where multi-family housing is a permitted use but the minimum lot area per unit requirement has not been tested is the Central Business District (CBD). Although multi-family development in the CBD is desirable and is listed as a goal within the Comprehensive Plan, there are limited opportunity sites available in the CBD.

A CBD zoned site that does provide an opportunity for multi-family housing is owned by the Grand Rapids Economic Development Authority (GREDA) and located north of the Library and KAXE Public Radio. This site, which is commonly referred to as the Block 20/21 site, has been marketed for purchase and development by GREDA for many years. A past development proposal which failed due to a funding shortfall by the developer, involved an eighty-three-unit hotel. For this type of proposed use, the minimum lot area/unit standard is not applied.

The Block 20/21 site area is 62,773 square feet. The Table 2-A minimum lot area (square feet) per unit for CBD zoning is 3,000 square feet. When this standard is applied for a proposed multi-family project it caps the density of housing units at $[62,773 \text{ square feet} / 3,000 \text{ square feet per unit} = 21]$.

Prior to recent interest in the site for the development of multi-family, we hadn't looked closely at the disproportionate nature of zoning standards that allow a compliant use of the site for an eighty-three-unit hotel but caps the maximum density of the site at 21 housing units. This low level of housing development would not maximize the use of the property and seems inconsistent with the purpose of CBD zoning found in Section 30-511 (i) which states:

*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.*

Recognizing these disproportionate outcomes, staff researched several zoning ordinances in different communities that have traditional downtown business districts and what we found was that within downtown zoning districts it was common to have ordinance provisions that require minimum gross lot area; however, it was uncommon to have a minimum lot area per unit standard. Absent this standard, these ordinances do limit the level of density through other requirements like maximum building height and minimum parking requirements.

Minnesota Statue 462.357, Subd. 4 states that an amendment to a zoning ordinance may be initiated by the governing body, the planning agency, or by petition of affected property owners as defined in the zoning ordinance.

REQUESTED COUNCIL ACTION:

Conduct a Public Hearing to consider the adoption of an Ordinance amending a section of Article VI Zoning within Chapter 30 Land Development Regulations.



CITY OF
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Item 20.

Text Amendment Public Hearing

City Initiated Amendment to Chapter 30 Land Development Regulations

March 27, 2023



Text Amendment

- **Initiation Date:** Planning Commission Initiated – February 2, 2023
- **Text Amendment Summary:** The proposed amendment to the district development yard and bulk standards within Section 30-512, Table 2-A would eliminate the per/unit minimum lot size provision for multi-family residential development in the Central Business District (CBD) zoning district.
- **General sections of ordinance initiated for amendment:**
 - **Section 30-512 Table-2-A. *District Development Regulations – Principal Structures.*** This section establishes the Minimum Lot Size, Minimum Yard Setbacks, Minimum Lot Coverages and Building Size/Height Maximums for all Zoning Districts.
 - Striking the Area S/F Unit Minimum Lot Size requirement of 3,000 sf in CBD zoning and inserting N/A.



Text Amendment

- **Reasoning and Justification:**

- Per Unit Minimum Lot Size standards are interpreted to apply only to multi-family residential developments due to the Section 30-421 definition for Density meaning the number of dwelling units residing upon, or to be developed upon, an acre of land.
- All multi-family development in the past decades has occurred in R-3 and R-4 multi-family zoning districts. With those minimum lot size standards, together with parking requirements, minimum building setbacks and maximum building heights, the multi-family development in R-3 and R-4 utilizes the full potential of the site.
- Multi-family development in the CBD has been a goal of past and present downtown plans and comprehensive plans, because people residing in the downtown have convenient access to the services and businesses in the downtown, which helps the businesses sustain themselves and grow.
- The unit/sf area minimum lot size standard of 3,000 sf has not been applied previously in the CBD zone, but with recent potential interest in the site across from the Library (Block 20 & 21), it has and it's apparent that it inhibits full use of the site in a zone that is intended for high density and intensity of development; as an example
- Based upon the size of the Block 20/21 site it would be limited by the minimum lot size area sf per unit to a maximum of 21 residential units, while the same site was previously approved for an 83-unit hotel.



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Text Amendment

- **Reasoning and Justification:**

- Recognizing these disproportionate outcomes, staff researched several zoning ordinances in different communities that have traditional downtown business districts, and it was common within downtown zoning districts to have ordinance provisions that require minimum gross lot area; however, it was uncommon to have a minimum lot area per unit standard.
- Absent this standard, our ordinance would, like those, still limit the level of density through other requirements like maximum building height and minimum parking requirements.



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Text Amendment

- Comprehensive Plan:**

Chapter 5 – Housing

Implementation Strategy	On-Going Action	Short Term Action	Long Term Action	Responsible Parties
Housing Stock	Monitor the condition, diversity, safety, and affordability of the available housing stock to provide opportunities for future residents.	<p>Promote owner-occupied housing rehabilitation programs.</p> <p>Promote rental housing rehabilitation programs.</p> <p>Consider programs to improve the condition and quality of mobile homes.</p> <p>Consider implementation of rental licensing and inspection.</p> <p>Continue to demolish dilapidated structures.</p>	Monitor the use and success of programs and update as warranted.	<p>Primary: Community Development</p> <p>Secondary: Housing and Redevelopment Authority (HRA)</p>
Density and Market Demand	<p>Guide residential development areas and zone changes that are consistent with the Future Land Use Map to create a diverse yet integrated housing landscape.</p> <p>Monitor the housing demand, density needs and emerging trends to ensure regulations create opportunities.</p>	<p>Plan housing development contingencies that include aggressive economic growth scenarios.</p> <p>Stage residential development consistent with the Future Land Use Map and policies. Consider service needs as part of the review.</p> <p>Consider that new housing will be multi-generational, rather than responding only to current market conditions, in development review and permitting.</p>	<p>Assist the development of housing in the downtown and Mississippi riverfront to maximize community benefits.</p>	<p>Primary: Community Development</p> <p>Secondary: Housing and Redevelopment Authority (HRA)</p>



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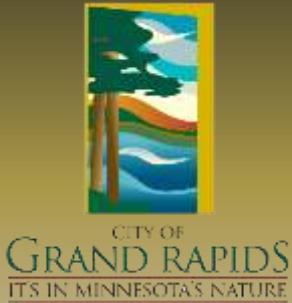
Text Amendment

Exhibit A

Table 2A District Development Regulations: Principal Structures [Edit](#)

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) ⁵
RR	1.25 acre	1.25 AC	150	30	15	30	30	20	N/A		35	24
R-1	8,400	8,400	70	30	6-9 ¹	15	30	30	N/A		30	24
R-1a	6,000	6,000	44	30	6	15	30	40	N/A		30	24
R-2	7,000 ⁴	5,000	50 ⁴	30	6-9 ^{1,4}	15	30	30	N/A		30	24
R-3	15,000 ⁴	5,000	100 ⁴	35	10 ⁴	15	35	30	75	400	30	24
R-4	15,000 ⁴	2,500	100 ⁴	35	20 ⁴	30	35	35	75	400	45	24
LB	14,000 ⁴	3,000	100 ⁴	30	10 ⁴	15	15	35	85	500	35	24
GB	10,500	3,000	75	30	10	15	10	40	90	500	50	24
CBD	7,000	3,000 N/A	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 ³	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
BP	30,000	N/A	150	50	15	25	15	40	85	N/A	35	24
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 ²	25	25 ²	25	60	90	N/A	110	N/A
PU	1 acre	N/A	50	30	10	15	30	N/A			60	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	

Text Amendment



Process:

- **February 2, 2023 – Planning Commission initial review of staff identified issues, initiates formal amendment process.**
- **March 2, 2023, Planning Commission Review and Recommendation.**
- **March 27, 2023, City Council reviews Planning Commission recommendation, conducts a public hearing and considers adoption of Ordinance.**



CITY OF
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Text Amendment

Planning Commission:

March 2 – The Planning Commission reviewed the amendments and forwarded a favorable recommendation to the City Council regarding the draft text amendments.

The draft amendments and the Planning Commission's findings are reflected in the draft ordinance to be considered following the public hearing.

ORDINANCE NO. 23-__

AN ORDINANCE AMENDING AND UPDATING MULTIPLE SECTIONS OF ARTICLE VI (ZONING) WITHIN CHAPTER 30 LAND DEVELOPMENT REGULATIONS

WHEREAS, from time to time, the City of Grand Rapids deems it important to review, and update, if necessary, its Zoning Ordinance (Land Development Regulations); and

WHEREAS, at their meeting on February 2, 2023, the Grand Rapids Planning Commission initiated the process to update and amend one section of the Zoning Ordinance (Land Development Regulations) identified by city staff; and

WHEREAS, the Planning Commission on March 2, 2023, took up consideration of draft amendment to Chapter 30 of the City Code, as prepared by staff, and found that amendments 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 the draft amendment to said portion of Article VI of Chapter 30 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, March 27, 2023, at 5:00 p.m., to consider the amendments to Chapter 30; 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 regard 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 amendment to Chapter 30 Land Development Regulations, of the City Code:

- The amendment will not have an adverse effect on the character of neighborhoods. It will have a positive effect in that it will allow for a sufficient density of housing in the Central Business District.
- The amendment would foster economic growth in the community, by allowing for future development opportunities. The establishment of housing in the Central Business District will create additional commerce in the Downtown.
- That the amendment would be in keeping with the spirit and intent of the Zoning Ordinance by maintaining an updated Ordinance. Furthermore, the intent of Central Business District zoning calls for dense development and this change allows for more density which allows for the site to be maximized.
- That the amendment would be in the best interest of the public by promoting economic growth and the development of needed housing.
- That the amendment would be consistent with the Comprehensive Plan, as the amendments will directly address the goal of establishing housing in the Central Business District.



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

Item 20.

Questions/Comments?